

AGENDA

Call Council Meeting to Order

Additions to the Agenda

Citizen Comments

Consent Agenda

1. Approve Minutes for Regular Meeting on 03-14-2016.
2. Approve Minutes for Special Meeting on 03-30-2016.
3. Approve Appropriation Ordinance #04-05-2016 in the amount of:
\$94,751.14.
General Fund-\$18,660.77; Jubilee-\$42.00; Library-\$921.83; Storm Sewer Utility-\$3.34; Solid Waste Collection-\$9,544.44; Sewer Utility-\$322.12; Water & Light-\$63,171.61; Wt. System Capital Project-\$2,085.03.
4. Renew HACH service partnership contract expiring on June 24th 2017 for the amount of \$2,386.00.

Police Department

1. Five minute executive session to discuss nonelected personnel

Fire Department

1. Report

Administration-City Clerk

1. Scheduling Gregg Wright for April 12th or 26th
2. GIS update
3. MPR and KMIT by-laws and resolution

Administration-Superintendent

1. Report

City Attorney

1. Report

Old Business

1. Resolution 2016-04 - Ohio Township Tap Fee
2. Pay Scale
3. Sales Tax increase

New Business

CALL TO ORDER

Mayor Juliann M Owens, called the regular meeting of the St John City Council to order on Monday March 14th, 2016 at 7:00 pm.
Tom Harrison opened the meeting with prayer.

ATTENDANCE

Mayor Juliann M Owens and Council Members Bobby Stimatze, Shari Williamson, Marshal Sanders, Mark Bryant, and Troy Hanson.
Staff members present were LaDona S Garcia, City Clerk; John D Beverlin II, City Attorney; Adam Saylor, Chief of Police; and Michael Sanders, Fire Chief.
Meeting was filmed by Carol Riegel from the Sandyland Shepherd Center.
Citizens present were Tonya Sanders with the Grocery Committee.

ADDITIONS TO THE AGENDA

Troy Hanson added an executive session for five minutes to discuss nonelected personnel for performance evaluation to occur after the consent agenda has been approved.

Troy Hanson moved to approve the additions to the agenda. Seconded by Marshal Sanders. No Discussion. Motion Carried 5-0

CITIZEN COMMENT-NO COMMENTS

CONSENT AGENDA

Bobby Stimatzes moved to approve the consent agenda which included the following items:

- A. **Minutes for Regular Meeting for 03-01-2016.**
- B. **Minutes for Special Meeting for 3-01-2016.**
- C. **Appropriation Ordinance #03-15-2016 in the amount of \$40,815.16**
General Fund-\$4,519.19; Jubilee Fund; \$25.00; Solid Waste Collection-\$100.00; Sewer Utility-\$456.99; Water & Light-\$9,644.98; CDBG Sidewalk Grant-\$5,575.00; Equipment Reserve-\$20,494.00.

Mark Bryant Seconded. No Discussion. Motion Carried 5-0

Bobby Stimatzes moved for city council to recess for five minutes into executive session pursuant to personnel matters of nonelected personnel exception, in order to discuss performance review and evaluation to include mayor, council, and city clerk; the open meeting to resume in the city council chambers at 7:09 pm. Seconded by Marshal Sanders. No Discussion. Motion Carried 5-0

POLICE DEPARTMENT-

Chief of Police Adam Saylor spoke on his salary and the possibility of a raise. There was discussion between council and chief. Mayor asked about the current pay scale, LaDona Garcia, City Clerk explained how it worked. Garcia clarified the current data was out of date, she is currently updating this information. Council would like to see an updated version by next council meeting on April 5, 2016. Council requested verification of the new rotation schedule. Chief Saylor's raise was tabled until the April 5, 2016 council meeting to allow council to review the updated pay scale.

Chief Saylor requested an adjustment be made with the current seat belt fine, currently the fee includes a court cost of \$98.00. Saylor recommends dropping the \$98.00 court cost leaving the fine for under the age of 18 at \$60.00 and adults at \$10.00. The consensus of council was to use Saylor's recommendation and drop the \$98.00 court cost.

FIRE DEPARTMENT-

Fire Chief Michael Sanders reported the old Seagrave Fire Truck has some electrical issues and air leak. Sanders requested approval for L J & J to assess the vehicle and if repairs were reasonable for him to fix the truck. The consensus of council was to get the fire truck fixed.

Chief Sanders reported that the generator is not operating correctly and a replacement is needed. Sanders gave a quote of \$800.00 to replace the unit. Consensus of the council would be to replace the generator.

Troy Hanson inquired about the Chief's wage, his current wage is \$24.00 per meeting and run, with no pay for the other requirements of the job. There was discussion between council and Sanders on the amount of time spent performing the extra duties.

Troy Hanson moved to amend the agenda to add a motion to increase Chief Sanders' wage and to approve a monthly salary for Chief Sanders of \$200.00 per month to help offset the extra time spent on performing additional required duties effective March 1, 2016. Seconded by Shari Williamson. No Discussion. Marshal Sanders Abstained. Motion Carried 4-0.

ADMINISTRATION – CITY CLERK

City Clerk LaDona S Garcia submitted AG360 annual insurance figures to council for review. The insurance is set for renewal on April 1, 2016. There is an additional cybersoulution coverage, she would like the city to consider. This would cover the city in an event their system was hacked and sensitive information was retrieved. The coverage will cost 921.00 per year. The consensus of the council was to table this until they received the quote from First Group Insurance. They will then hold a special meeting to choice the better insurance coverage, if time allows.

Garcia informed council effective immediately, the city office will be able to accept credit and debit cards for payment through the state using their KanPay system. There is a 2.5% convenience fee which is applied back to the customer. Along with Kanpay, effective April 1st, citizens will be able to pay their bills and other fees, online through PSN. This system will update daily with the city utility software. It will also allow for the customer to receive an e-statement instead of a paper one. This system has a 2.75% convenience fee for the customer paying by credit or debit card, but if they chose to pay by e-check the city will absorb the .50 cent charge.

ADMINISTRATION – SUPERINTENDENT

City Superintendent Cory Tagtow was unable to attend council meeting, in his place Garcia presented his report. Garcia informed the council the locating equipment has malfunctioned and will need to be replaced. Garcia submitted Tagtow's quote from DitchWitch for new locating equipment for \$4200.00. The consensus of the council was to purchase the new locating equipment from DitchWitch for \$4200.00.

CITY ATTORNEY-

City Attorney, John D Beverlin II presented Resolution 2016-05 and Chelsea Keck's, City Health Inspector, letter which recommends the condemning process begin on 213 South Broadway and 302 E Hoole for council's approval. This will set the hearing date for May 3rd, 2016.

RESOLUTION NO.2016-05

**A RESOLUTION BY THE GOVERNING BODY
OF THE CITY OF ST. JOHN, KANSAS FIXING TIME AND PLACE FOR INTEREST OWNERS TO APPEAR AND SHOW CAUSE WHY CERTAIN
STRUCTURES SHOULD NOT BE CONDEMNED**

WHEREAS, the governing body of the City of St. John, Kansas is charged with the responsibility of enforcing the City Code; and

WHEREAS, the City Code contains Chapter IV, Article 5, pertaining to dangerous and unfit structures within the city limits of the City of St. John, Kansas providing the City the authority to have any unsafe, dangerous or unfit structure repaired or demolished; and

WHEREAS, the public officer has given written notice to the governing body that there are certain structures within the City which appear to be unsafe, dangerous or unfit for human habitation which notice is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, as provided in Exhibit "A", the public officer has determined that 213 South Broadway and 302 E. Hoole, St. John, Kansas, appear to be unsafe, dangerous, or unfit for human habitation; and

WHEREAS, in accordance with City Code Section 4-705, the governing body is required to fix a time and place at which the owners of the properties listed in Exhibit "A", the owners' agents, any lien holder of record, and any occupant of any of the structures may appear and show cause why the structures should not be condemned and ordered repaired or demolished.

NOW, THEREFORE, be it resolved by the governing body that all owners, owners' agents, any lien holder of record, and any occupant of the structures described on Exhibit "A" should be given notice in writing that they have the right to appear and show cause why such structure should not be condemned and ordered repaired or demolished; and

BE IT FURTHER RESOLVED, that this Resolution and Exhibit "A" shall be published once each week for two consecutive weeks on the same day of each week in the City's official newspaper; and

BE IT FURTHER RESOLVED, that the hearing shall be set before the governing body on May 3, 2016, at 7:00 p.m. in the City Hall of the City of St. John; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be mailed by certified mail within three days after its first publication to each such owner, agent, lien holder and occupant at the last known address and shall be marked "delivered to addressee only"; and

BE IT FURTHER RESOLVED, the governing body, at such hearing, determine from information provided by the owner, agent, lien holder and occupant and City staff as to whether the structure is dangerous, unsafe or unfit for human use or habitation and shall make a determination as to what further course of action to take with respect to any structure which may include but not be limited to repair or demolition.

This Resolution is approved and adopted this 14th day of March, 2016, and it shall be effective upon publication in the official newspaper.

Juliann Owens, Mayor

ATTEST:

LaDona Garcia, City Clerk

Troy Hanson moved to rescind resolution 2016-03 and adopt Resolution 2016-05 and Exhibit A fixing a time and place for interest owners to appear and show cause why 213 S Broadway and 302 E. Hoole should not be condemned, with the hearing set for May 3rd, 2016. Seconded by Marshal Sanders. No Discussion. Motion Carried 5-0.

OLD BUSINESS-

Garcia presented Ordinance 1035 which updates the reconnect fee for nonpayment accounts. The fee will begin at \$25.00 with any subsequent reconnection resulting in a fee increase of \$25.00 per reconnection not to exceed \$100.00.

Troy Hanson moved to adopt Ordinance 1035 which will increase the reconnect fee for nonpayment beginning at \$25.00 with any subsequent reconnection being increased by \$25.00 per reconnection not to exceed \$100.00. Seconded by Marshal Sanders. No Discussion. Motion Carried 5-0.

Garcia presented Resolution 2016-04 establishing a connecting fee to connect onto the city waterworks system. The resolution was tabled until April 5, 2016 council meeting to allow verification of what a reasonable distance would entail.

NEW BUSINESS-

Tonya Sanders from the grocery committee gave the council an update from their last meeting. There was discussion about using the industrial park for the grocery store. There was discussion about the city helping establishing, or absorbing the connection fee. There was discussion about implementing a city sales tax of 1%. The implementing of a city sales tax was tabled until April 5, 2016 to allow for further research on the issue. City Attorney John Beverlin advised the council on the advantages of landowners donating their land or property to the LandBank.

With no further business Mark Byrant moved to adjourn the meeting at 8:23.pm. Seconded by Shari Williamson. No discussion. Motion carried 4-1. Troy Hanson opposed.

Next regular council meeting will be Tuesday, April 5 2016 at 7:00 pm.

Juliann M Owens, Mayor

LaDona S Garcia, City Clerk

Call to Order

Mayor Juliann M Owens opened the special meeting on Wednesday, March 30, 2016 at 6:00 pm.

Attendance

Mayor Juliann Owens, Council Members Bobby Stimatze, Shari Williamson, and Marshal Sanders. Mark Bryant and Troy Hanson were absent.

Staff members present were LaDona Garcia, City Clerk

Kent E Anthony with First Group Insurance; Trey Borgan with AG360 were present.

The Mayor stated the reason for the meeting and the procedures were followed.

Kent E Anthony with First Group Insurance presented his proposal and quote for city insurance coverage. The insurance being proposed is a pool insurance for both city property insurance and workmen comp. Kent explained the pro and cons of pool insurance. There was discussion between council and Kent.

Trey Borgan with AG360 Insurance presented his proposal and quote for city insurance coverage. There was discussion between council and Trey.

Bobby Stimatze move to change city insurance and workmen comp insurance to MRP/KMIT effective April 1, 2016. Seconded by Shari Williamson. Motion carried 3-0.

With no further business, Marshal Sanders moved to adjourn the meeting at 6:45 p.m. Seconded by Bobby Stimatze. No discussion. Motion carried 3-0.

Juliann M Owens, Mayor

LaDona S Garcia, City Clerk

APPROPRIATION ORD. #04-05-2016

My Report Subtitle

Friday, April 01, 2016

Check Number	Vendor	Invoice ID	Invoice Description	Invoice Amount
108903	ADVANCE INSURANCE COMPANY	04/2016	April Premium	\$52.50
108904	American Council on Criminal Justice Tra	16-0106	Weapon Retention & Disarming Instructor Course - Chief	\$249.00
108905	April Mayer	1747	Refund Credit Balance	\$199.32
108906	BERRY TRACTOR & EQUIPMENT CO.	01039833	Wheel Loader Repair - replaced rear crankshaft seal and t	\$2,564.11
108907	BEST WESTERN AIRPORT INN	54697	Cory - Lodging while at training in Wichita	\$86.99
108908	BLUE CROSS & BLUE SHIELD OF KS	1062849	April Premium	\$10,752.13
108909	BOLEN OFFICE SUPPLY INC	50438	200 Animal Tags	\$68.27
108910	CARTER WATERS CONSTRUCTION	10029380	Asphalt Emulsion 455, Tack Coat 55 Gal/ Drum	\$808.15
108911	CENTRAL KANSAS SURVEYING & MAP	16-48	Easement Survey - Tract in J. Olser situated in Kendell's	\$749.50
108912	Century Link	03/2016	March Statement	\$1,228.81
108913	CHIEF SUPPLY CORPORATION	489957	Uniforms	\$176.98
108914	Cintas Corporation	5004641320	PowerPlant First Aid & Safety Cabinet	\$104.55
108915	Ditch Witch UnderCon	E00506	Equipment Invoice - New 2016 Ditch Witch, New 2016 Dit	\$4,200.00
108916	DOLLAR GENERAL-MSC 410526	03-11-2016	Dividers, Binders, & Flash drives	\$30.90
108917	Double Tree By Hilton Wichita Airport	84207427	Lodging for LaDona at Clerks School 3/15/17 - 3/17/16	\$376.65
108918	Emergency Reporting	2016_1396	Monthly Invoice for FIRE package for April 2016	\$99.00
108919	Great Bend Redi-Mix, Inc.	48539	1st & Main - Fibermesh	\$1,095.00
108919	Great Bend Redi-Mix, Inc.	48554	1st & Main - Fibermesh	\$980.00
108920	IDA LONG GOODMAN LIBRARY	03/2016	Payment to Library Board	\$921.83
108921	International Assoc. of Chiefs of Police	1001192183	IACP Membership 2016 Dues	\$150.00
108922	JOHNSON ELECTRIC INC.	867380	Repair 24 Volt Starter - Komatsu Loader	\$148.96
108923	KANSAS GAS SERVICE	03/2016	March Statement	\$600.74
108924	KANSAS PEACE OFFICERS ASSOC.	2016	KPOA 2016 Annual Dues for PD - (4 members @ 20.00)	\$80.00
108925	L J & J AUTOMOTIVE	0001469	Socket Set	\$36.99
108926	MID-CONTINENT SAFETY	8652168	hat & cap, v-gard, blue,fas-trac susp	\$152.14

My Application

This software is registered to My Report Subtitle

4/1/2016 2:29:22 PM

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Check Number	Vendor	Invoice ID	Invoice Description	Invoice Amount
108927	Mid-Continent Sales	24020T	Sales Tax on Oil Heater purchased on 1/27/2016 (pd. 2/1	\$500.95
108928	MID-STATES ENERGY WORKS, INC	4608	To repair breaker auxiliary switch, reload and kame modifi	\$1,709.74
108928	MID-STATES ENERGY WORKS, INC	4626	to repair the breaker auxiliary swicth, reload and kame mo	\$322.50
108929	MIDWEST ENERGY, INC.	03/2016	98,771 kWh	\$43,086.71
108930	Nex-Tech	4443460	March Statement	\$531.96
108931	OFFICE PRODUCTS, INC.	245202	Maintenance Agreement	\$45.00
108931	OFFICE PRODUCTS, INC.	704121	4 port USB for Utility Clerk	\$9.95
108931	OFFICE PRODUCTS, INC.	704147	Folders, Pocket Folders	\$121.74
108931	OFFICE PRODUCTS, INC.	704157	Labels, dry erase markers	\$91.95
108931	OFFICE PRODUCTS, INC.	704158	Laminate, Laminator - Superintendent	\$154.48
108931	OFFICE PRODUCTS, INC.	704163	File Folders & Rubberbands	\$26.44
108931	OFFICE PRODUCTS, INC.	L78032	MICR Toner for office Hp	\$176.99
108931	OFFICE PRODUCTS, INC.	L80957	Color Copy Machine	\$2,500.00
108931	OFFICE PRODUCTS, INC.	L80988	Folders and Ink Cartridge for Police Dept.	\$43.26
108931	OFFICE PRODUCTS, INC.	L81008	Toner for City Clerk Printer	\$203.98
108931	OFFICE PRODUCTS, INC.	L81177	Protector Sheets & Binder	\$13.34
108931	OFFICE PRODUCTS, INC.	L81674	Toner for Police Dept.	\$279.98
108931	OFFICE PRODUCTS, INC.	L81695	Court & Zoning Stamps	\$153.60
108931	OFFICE PRODUCTS, INC.	L82508	Toner for Police Dept.	\$159.98
108932	Protective Equip. Testing Lab.	52550	All purpose cleaner - premixed- 1 gallon, hand dispenser	\$60.06
108933	Public Safety Source	449287	Dodge Charger and Dodge Ram Laptop Mounts	\$598.00
108934	Shred-it USA, LLC	9409974240	March Shredding Services	\$85.20
108935	STAFFORD COUNTY TREASURER	04/2016	2007 Chev and 2001 Dodge Vehicle Registration	\$238.66
108936	STANION WHOLESALE ELE CO	4033332-00	telescopic shotgun, universal disconnect hook, tool holder	\$880.74
108936	STANION WHOLESALE ELE CO	4044031-00	vinyl tape, cover plastic	\$109.14
108936	STANION WHOLESALE ELE CO	4049576-00	house meter, photo control utility grade	\$689.62
108936	STANION WHOLESALE ELE CO	4055696-00	Wire	\$333.85
108936	STANION WHOLESALE ELE CO	4056513-00	Wire Butt Connect	\$30.82
108937	Sturdi-Bilt Storage Barns, Inc.	37751	Storage Building for Shooting Range	\$3,000.00
108938	SUNFLOWER TRAILER SALES	23661	9000 lb worm drive winch	\$691.23

Check Number	Vendor	Invoice ID	Invoice Description	Invoice Amount
108938	SUNFLOWER TRAILER SALES	23679	1 Winch Carrier	\$182.75
108939	THE ST JOHN NEWS	03/2016	Asst. pool mgr.. Maintenance Worker, Seasonal Part-Tim	\$243.30
108939	THE ST JOHN NEWS	03272016	Jubilee beer garden, sealed bids for sheep grazing, rabbie	\$190.50
108940	Trident Construction LLC	32416	Move 5 Oak Trees to City Park	\$1,500.00
108941	Unifirst Corporation	240 0616223	Justin & Reuben Uniforms	\$28.00
108941	Unifirst Corporation	240 0617702	Electric Dept. Uniforms	\$40.40
108941	Unifirst Corporation	240 0617710	Reuben & Maint. Worker Uniforms	\$28.00
108941	Unifirst Corporation	240 0619199	Electric Dept. Uniforms	\$40.40
108941	Unifirst Corporation	240 0619206	Reuben Martin Uniforms	\$28.00
108941	Unifirst Corporation	240 0620696	Reuben Uniforms	\$28.00
108942	Unruh Brothers Waste, LLC.	04/2016	April Trash Service	\$9,515.01
108943	VISA	02/29/2016 -	Card #0695 - Lunch Buffet, Uniforms, Uniform Pouches	\$164.39
				\$94,751.14



19400 E Valley View Parkway
Independence, MO 64055
816-292-7500

MPR of KS, Inc. Bylaws



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MIDWEST PUBLIC RISK OF KANSAS

BYLAWS

Date of Adoption: May 6, 2009

Amended: December 20, 2011

WHEREAS, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

WHEREAS, The Kansas Municipal Group-Funded Pool Act, K.S.A. § 12-2616 et seq. (the "Group-Funded Pool Act"), as amended, authorizes five or more Kansas municipalities to form a not for profit business entity to provide liability and all other risk coverages for its members; and

WHEREAS, the Group-Funded Pool Act further authorizes qualifying municipalities in Kansas to join such entity; and

WHEREAS, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Kansas, Inc. ("MPR Kansas") and intend that these Bylaws shall constitute a contract among them;

NOW THEREFORE, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the following meanings:

"Code" shall mean K.S.A. Chapter 17, Articles 60 to 74, inclusive, 1972 General Corporation Code.

"Contribution(s)" shall mean any payment required by MPR Kansas to be paid for the receipt by a Member of any MPR Kansas Program or Services, or to satisfy any other Member obligations under these Bylaws.

"Coverage Document(s)" shall mean the written documents approved by MPR Kansas and which are either issued by MPR Kansas or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

"Member(s)" shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Kansas to enter into contracts or other arrangements for the purpose of pooling resources for liability and other risk coverages and related services and which

qualify as political subdivisions, public governmental bodies, or quasi-public governmental bodies as specified in the Group-Funded Pool Act. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Kansas, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

“Member Representative(s)” shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member’s interest in MPR Kansas and to carry out the obligations of a Member Representative under these Bylaws.

“Policy(ies) or Procedure(s)” shall mean any rules or guidelines which may be promulgated from time to time by the MPR Kansas Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Kansas.

“Program(s)” shall mean any coverages which are authorized by the Kansas Insurance Department and provided through MPR Kansas to its Members from time to time including, but not limited to, property and liability and employee benefits.

“Resolution(s)” shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

“Service(s)” shall mean those services which are provided through MPR Kansas to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

ARTICLE 2 NAME; PRINCIPAL OFFICE

Section 2.1 Name; Principal Office

The name of the corporation shall be Midwest Public Risk of Kansas, Inc. (hereinafter “MPR Kansas”).

The Board of Directors shall establish, at a location within the State of Kansas, MPR Kansas’s principal office.

ARTICLE 3 INTENT; NOT BUSINESS OF INSURANCE

Section 3.1 Intent

It is the intent of the Members that MPR Kansas shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Kansas through Contributions and the utilization of deductibles,

retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

Section 3.2 Not Business Of Insurance

The provision of Programs and Services by MPR Kansas to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Kansas is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

Section 3.3 Not-for-Profit Organization

MPR Kansas shall be organized and operated as a not-for-profit corporation under Kansas law. No part of MPR Kansas's assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Kansas shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Kansas.

ARTICLE 4 MPR KANSAS POWERS

Section 4.1 MPR Kansas Powers

MPR Kansas shall have the following powers to carry out the purposes set forth in these Bylaws:

- (a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;
- (b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;
- (c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Kansas staff or MPR Kansas may contract with others for such services, including legal defense;
- (d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Kansas employees;
- (e) to acquire, lease, hold or dispose of real or personal property;
- (f) to invest funds as authorized by law;
- (g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;

- (h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;
- (i) to establish such lines of coverage as permitted pursuant to K.S.A. 12-2617;
- (j) to sue and be sued;
- (k) to enter into contracts including, but not limited to, contracts with state pools located in other states which assist MPR Kansas in carrying out its powers herein;
- (l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Kansas;
- (m) to determine deductible and retention levels and the amount of risk to be retained by MPR Kansas or Members and the amount of risk to be transferred to others;
- (n) to borrow money or issue bonds or other financial obligations to fund MPR Kansas Programs and Services;
- (o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Kansas;
- (p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;
- (q) to declare and pay dividends and refunds as allowed by law;
- (r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;
- (s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Kansas; and
- (t) to perform any such other acts which are allowed by law to be performed under the Code.

ARTICLE 5 MEMBERS

Section 5.1 Member Eligibility and Admission

Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws and have executed these Bylaws (or have otherwise assured MPR Kansas of their obligation to comply with these Bylaws) may be

accepted for membership. The Board of Directors of MPR Kansas may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Kansas.

Section 5.2 Member Rights

The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

- (a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;
- (b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;
- (c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and
- (d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Code.

Section 5.3 Member Obligations

The obligations of Members shall be as follows:

- (a) to continuously maintain participation in no less than one MPR Kansas Program or to receive at least one MPR Kansas Service;
- (b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Kansas shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Kansas rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Kansas;
- (c) to promptly make all Contributions and other payments which are due to MPR Kansas at such times and in such amounts as shall be required by MPR Kansas;
- (d) with reasonable notice and during normal work hours, to permit MPR Kansas and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Kansas;
- (e) to report immediately to MPR Kansas, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Kansas;

(f) to cooperate fully with MPR Kansas claims adjustors, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Kansas, and to acknowledge that MPR Kansas has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Kansas to the Member;

(g) to implement, as finances and circumstances permit, MPR Kansas recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Kansas sponsored conferences and seminars;

(h) to report to MPR Kansas, as required by MPR Kansas Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;

(i) to provide MPR Kansas as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;

(j) to take an active role in the business of MPR Kansas, including assignment of personnel to serve on various MPR Kansas committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

Except as expressly set forth to the contrary in these Bylaws or MPR Kansas's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

Section 5.4 Limitations on Member Liability

Except as specifically required by MPR Kansas's Articles of Incorporation, Bylaws, or by law, no Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Kansas. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MPR Kansas satisfies such obligation or responsibility in whole or in part.

Section 5.5 Annual Member Meeting

There shall be one annual membership meeting of MPR Kansas at 10:00 a.m. on the first Wednesday of October of each year at MPR Kansas's principal office or at such other time and place as may be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Kansas may be discussed at the annual membership meeting.

At the annual meeting, the President/CEO and chief financial officer of MPR Kansas shall report to the Members on the activities and financial condition of MPR Kansas.

Section 5.6 Special Membership Meeting

A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

Section 5.7 Quorum; Voting Rights

A quorum of Thirty-Three and One-Third percent (33 1/3 %) of Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative or his or her designee.

The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

Section 5.8 Withdrawal

A Member may withdraw from membership in MPR Kansas as of the end of MPR Kansas's fiscal year provided that such Member has given MPR Kansas at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Kansas Programs and Services as of the date of withdrawal. Members who withdraw from MPR Kansas shall remain eligible to receive any distributions, dividends or refunds for any full Program Year in which such Members participated in such proportion as provided herein; provided, however that, pursuant to K.S.A. 12-2621 any Member that

withdraws before the end of a Program Year shall not be eligible for any refunds or dividends for the Program Year that such Member failed to complete.

A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Kansas. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Kansas Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from MPR Kansas without complying with the foregoing obligations shall be obligated to pay to MPR Kansas liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Kansas. Member agrees to pay such liquidated damages within twenty (20) calendar days following receipt of the computation of the amount due. MPR Kansas and Member agree that the failure of Member to withdraw from MPR Kansas in accordance with the foregoing procedures shall cause damage to MPR Kansas in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Kansas.

Section 5.9 Termination

(a) Termination

A Member may be terminated from membership in MPR Kansas for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1) failure to maintain at least one Program with MPR Kansas or contract for the receipt of any Services from MPR Kansas;
- (2) failure to make any Contribution due to MPR Kansas in accordance with the directives of the MPR Kansas Board of Directors;
- (3) failure to undertake or to continue risk management or loss control measures recommended by MPR Kansas;
- (4) failure to allow MPR Kansas and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Kansas;
- (5) failure to cooperate fully with MPR Kansas officers, employees, attorneys, claims adjusters or other agents;

(6) failure to file required reports with MPR Kansas or the filing of a false claim or report or any conduct which impairs the ability of MPR Kansas to carry out its purposes;

(7) adverse loss experience as determined by the Board of Directors;

(8) breach of any of Member's obligations under these Bylaws, MPR Kansas Coverage Documents, or MPR Kansas Policies and Procedures; or

(9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member's classification as a governmental entity.

(b) Notification; Hearing, Obligations

A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Kansas. A Member shall be terminated with not less than thirty (30) days notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Kansas stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in MPR Kansas. The President/CEO of MPR Kansas shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

A terminated Member shall forfeit all rights to any MPR Kansas refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

Section 5.10 Application of Sections 17-6501 to 17-6523 of the Code

The provisions of Sections 17-6501 to 17-6523 of the Code shall apply to MPR Kansas except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Kansas or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Kansas.

ARTICLE 6
BOARD OF DIRECTORS

Section 6.1 Powers; Election; Vacancies

The Board of Directors shall consist of seven (7) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

(a) at least two members of the Board of Directors shall be from the four largest Members as measured by total contributions paid in MPR Kansas's most recent fiscal year;

(b) each Member Representative shall be entitled to one vote for each Director position to be filled;

(c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;

(d) Directors shall assume office at the end of the annual membership meeting following election;

(e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;

(f) the number of Directors may be increased or decreased by majority vote of the Members present at any duly constituted Member meeting; and

(g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

Section 6.2 Director Qualifications

All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Kansas is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Code.

Section 6.3 Director Compensation and Expenses

Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Kansas.

Section 6.4 Board Officers

The first agenda item, following roll call, at the annual Board of Directors meeting shall be the election of MPR Kansas officers. The Board of Directors shall elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. These officers shall immediately assume their offices and shall serve until the next annual Board of Directors meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of officers.

The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Kansas before such organizations as the Board shall designate. The Vice Chair shall act in the Chair's absence.

The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Kansas official records.

The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Kansas assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.

In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors' next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

Section 6.5 Board Powers

Except as otherwise required by law, MPR Kansas's Articles of Incorporation, or these Bylaws, all corporate powers of MPR Kansas shall be exercised by or under the authority of, and the affairs of MPR Kansas shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, any Member who withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Kansas from such Member.

The Board of Directors shall execute a Risk Sharing Agreement with Midwest Public Risk of Missouri, a Missouri corporation ("MPR Missouri"), for the sharing of risk for health

and dental coverage between MPR Kansas and MPR Missouri, and shall fulfill all of its obligations under the Risk Sharing Agreement. The Board shall approve and execute a management and administration agreement with Midwest Public Risk ("MPR") for implementation of the Risk Sharing Agreement.

The Board may enter into similar interlocal agreements with MPR Missouri for other types of coverage risks, and may enter into similar interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Kansas's financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

Section 6.6 Committees

The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. No term shall exceed three (3) years nor shall any individual serve more than six (6) consecutive years on the same committee. The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs. In the case of committee vacancies, the appointment shall be for the remainder of the unexpired term. At least one Member of the Board of Directors shall serve on each committee. No committee shall possess or exercise the authority or power of the Board of Directors.

Section 6.7 MPR Kansas Policies and Procedures

The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary, expedient or desirable for the operation and functioning of MPR Kansas. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

Section 6.8 Meetings

The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Kansas officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors' meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on

the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Kansas's principal office.

Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

ARTICLE 7 PRESIDENT/CEO

Section 7.1 President/CEO; Appointment; Authority

There is hereby created the position of President/Chief Executive Officer ("President/CEO") who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Kansas.

The President/CEO shall be MPR Kansas's chief executive officer and shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Kansas. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Kansas.

The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO's employment or job performance.

ARTICLE 8
COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS

Section 8.1 Coverage Documents

MPR Kansas Programs shall be described in separate Coverage Documents. MPR Kansas may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. When a Member has other valid and collectable insurance policies or other similar protection against losses covered by MPR Kansas, all MPR Kansas Programs for such lines of coverage shall be considered excess only and not primary or contributory.

Section 8.2 Modification of Coverage Documents and Conflicts

Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Kansas needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Kansas Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

Section 8.3 Coverage Questions; Appeals and Other Disputes

The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

The Board of Directors shall decide all other disputes between MPR Kansas and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

Section 8.4 Acceptance and Withdrawal of Coverages

No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Kansas.

Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses

the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Kansas rules pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal to 25% of the Program's annual premium contribution paid by the Member in the prior year. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Kansas and the Member agree that it is not possible to calculate the damage to MPR Kansas which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Kansas and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

Section 8.5 Contributions

MPR Kansas Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

Section 8.6 Underwriting

Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

Section 8.7 General and Separate Funds

Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

Section 8.8 Commingling of Program Funds Prohibited

Contributions paid and any assets attributable thereto by Members for any MPR Kansas Program shall not be used or devoted to any purpose other than to pay losses and expenses

related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

Section 8.9 Member Privilege

The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Kansas Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

ARTICLE 9 MPR KANSAS ASSETS

Section 9.1 MPR Kansas Assets

All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Kansas, and any other assets obtained in any other manner by MPR Kansas, shall be the property of MPR Kansas. No Member shall have any right or claim to such MPR Kansas assets including, but not limited to, any excess or surplus funds held by MPR Kansas, except such that are authorized specifically by MPR Kansas's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Kansas, including but not limited to, any excess or surplus funds held by MPR Kansas, may be used for MPR Kansas purposes in such manner as the Board of Directors deems appropriate.

Section 9.2 Excess or Surplus Distributions

Provided that all statutory and regulatory requirements are complied with, including but not limited to the requirements of K.S.A. 12-2621(c), the Board of Directors, in its sole discretion, may determine to make distributions of excess or surplus funds from any Program to such Program's Members in such manner as the Board shall determine. Such distributions shall be limited to Members which were active participants in good standing in such Program throughout the entire Program Year for which a distribution was declared.

Section 9.3 Special Assessments

If, at any time, in the opinion of the Board of Directors, MPR Kansas's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Kansas, the Board of Directors shall develop a financial plan to restore MPR Kansas's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Kansas fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen, and shall be jointly liable for payment of claims to the extent of the assets of the pool, as required by K.S.A. 12-2618(e).

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Kansas Member at the time of the levying of the special assessment.

ARTICLE 10 STANDARD OF CARE; BOND; INDEMNIFICATION

Section 10.1 Standard of Care

Directors, officers and employees of MPR Kansas shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR Kansas. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

Section 10.2 Bond

MPR Kansas may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

Section 10.3 Indemnification

MPR Kansas shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Kansas. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Kansas may also purchase liability insurance providing similar coverage for Directors, officers and employees.

ARTICLE 11 DISSOLUTION AND DISTRIBUTION

Section 11.1 Dissolution

MPR Kansas may be dissolved as of the last day of any MPR Kansas fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Kansas, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Kansas's Programs and Services and for the completion of MPR Kansas's dissolution and liquidation subject to the Code.

Section 11.2 Distribution of Assets

All net assets shall be distributed pro rata to the current and former Members of the respective programs. Such net assets shall be distributed, separately by Program by calculating the relative percentage of the total Program premium contributions for each Program paid by

each current and former Member during MPR Kansas's existence prior to the date of dissolution and multiplying the net assets by that percentage.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Intergovernmental Contract

These Bylaws shall constitute an intergovernmental contract among the Members and MPR Kansas. Nothing in these Bylaws shall be inconsistent with, or cause any Member to violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

Section 12.2 Governing Law

These Bylaws shall be subject to, and governed by, the laws of the State of Kansas, including specifically the Code.

Section 12.3 Binding Effect

These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Kansas's prior written consent.

Section 12.4 Disputes

In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Kansas by a Member shall be brought only in the county in which MPR Kansas's principal office is located.

Section 12.5 Severability

These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

Section 12.6 Amendment

These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Kansas or the Members.

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AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Kansas and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Kansas shall not be effective unless and until a copy of the Resolution of the governing body of the Member which authorizes the execution of these Bylaws is delivered to MPR Kansas and is attached hereto.

Accepted:

Member

MPR Kansas

Signed

Signed:

Title

Title

Date

Date

BEFORE THE CITY COUNCIL OF THE CITY OF ST. JOHN, KANSAS

RESOLUTION NO. 2016-04

This Resolution is made this 5th day of April, 2016, by the City Council of the City of St. John, Kansas.

WHEREAS, in 1991, the governing body of the City of St. John, Kansas, adopted a city code relative to the fees for connection to the city waterworks system in the City of St. John, Kansas; and

WHEREAS, in 15-207 of the city code, the governing body was granted the authority to change the fees from time to time by resolution of the governing body; and

WHEREAS, the governing body of the City of St John, Kansas, believes it would be in the best interest of the City of St John, Kansas, to amend the fee for connection to the city waterworks system.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of St John, Kansas, that effective March 16, 2016, the fees provided in the city code under 15-207 shall be changed as follows:

- A. Existing structures that desire to be connected onto the city water supply be charged a fee of \$200.00 for a 3/4" tap and \$300.00 for a 1" tap including piping materials.
- B. Taps larger than 3/4" shall be assessed at the time of installation. A reasonable fee shall be charged for taps larger than 3/4" but shall not exceed \$
- C. New construction residence and commercial shall be exempt from the fee, with the exception of taps required to be larger than 1".
- D. Outside the city limits-The City of St. John may provide water service from the closest water main and from the nearest right of way of such city limits. The customer shall be responsible for the line from residence to city's meter and pay a tap/connection fee of \$550.00

ADOPTED BY the Council and approved by the Mayor this 5th day of April, 2016.

Juliann M Owens, Mayor

ATTEST BY:

LaDona S Garcia, City Clerk

CITY OF ST. JOHN
Personnel Classification and Pay Plan
Advised Increases

Employee	Factored Points	Total Points	Current Salary	Final Median	85% of Final Median	Advised Increase at 85%	75% of Final Median	Advised Increase at 75%	ANNUAL SALARIES	ANNUAL FINAL	ANNUAL 85%	ANNUAL 75%	
City Superintendent/Zoning Administrator	101.0	840	\$25.49	\$29.23	\$24.85	\$0.00	\$21.92	\$0.00	2080	\$53,019.20	\$60,804.31	\$0.00	\$0.00
City Clerk/Zoning Administrator	100.2	814	\$19.75	\$28.65	\$24.35	\$4.60	\$21.49	\$1.74	2080	\$41,080.00	\$59,593.79	\$9,568.00	\$3,619.20
Chief of Police	98.9	816	\$19.62	\$25.83	\$21.96	\$2.34	\$19.37	\$0.00	2080	\$40,809.60	\$53,729.84	\$4,867.20	\$0.00
Electric Utility Supervisor	88.8	742	\$22.67	\$29.23	\$24.85	\$2.18	\$21.92	\$0.00	2080	\$47,153.60	\$60,804.31	\$4,534.40	\$0.00
Water/Wastewater Foreman	81.6	684	\$0.00	\$20.56	\$17.48	\$0.00	\$15.42	\$0.00	2080	\$0.00	\$42,772.01	\$0.00	\$0.00
Streets/Parks Foreman	79.0	666	\$18.25	\$20.58	\$17.50	\$0.00	\$15.44	\$0.00	2080	\$37,960.00	\$42,815.70	\$0.00	\$0.00
Lineman	70.9	590	\$17.30	\$19.83	\$16.85	\$0.00	\$14.87	\$0.00	2080	\$35,984.00	\$41,240.27	\$0.00	\$0.00
City Treasurer	69.8	562	\$15.34	\$17.07	\$14.51	\$0.00	\$12.80	\$0.00	2080	\$31,907.20	\$35,502.55	\$0.00	\$0.00
Utility Billing Clerk	66.7	530	\$11.12	\$13.53	\$11.50	\$0.38	\$10.15	\$0.00	2080	\$23,129.60	\$28,142.40	\$790.40	\$0.00
Police Sergeant	63.3	536	\$17.69	\$16.82	\$14.30	\$0.00	\$12.62	\$0.00	2080	\$36,795.20	\$34,994.83	\$0.00	\$0.00
Police Officer	47.2	410	\$14.43	\$12.48	\$10.60	\$0.00	\$9.36	\$0.00	2080	\$30,014.40	\$25,948.80	\$0.00	\$0.00
Water/Wastewater Maint Worker	47.2	402	\$12.25	\$12.28	\$10.44	\$0.00	\$9.21	\$0.00	2080	\$25,480.00	\$25,550.51	\$0.00	\$0.00
Streets/Parks Maintenance Worker	47.2	402	\$12.25	\$12.28	\$10.44	\$0.00	\$9.21	\$0.00	2080	\$25,480.00	\$25,550.51	\$0.00	\$0.00
Lineman Trainee	44.1	372	\$16.25	\$11.16	\$9.49	\$0.00	\$8.37	\$0.00	2080	\$33,800.00	\$23,220.56	\$0.00	\$0.00
YEARLY TOTALS:			<u>\$462,612.80</u>	<u>\$560,670.39</u>		<u>\$19,760.00</u>		<u>\$3,619.20</u>		<u>\$462,612.80</u>	<u>\$560,670.39</u>	<u>\$19,760.00</u>	<u>\$3,619.20</u>

CITY OF ST. JOHN PERSONNEL CLASSIFICATION PROGRAM

REFERENCE SECTION

The following information can be found in the indicated sections.

ITEM

SECTION

Advisory Salary Ranges	Comparative Survey
Classification Scattergram	Pay Plan
Comparison of Individual Positions	Comparative Survey
Cost of Living Adjustments (COLA)	Overview
Employee Questionnaire	Appendix
Fair Labor Standards Act	Overview
General Approach to Plan	Overview
Glossary of Terms	Appendix
Job Descriptions	Job Descriptions
Longevity	Overview
Methodology of Process	Overview
Organizational Charts	Overview/Job Descriptions
Pay Plan	Pay Plan
Performance Evaluation System	Overview
Performance Appraisal Increase Chart	Pay Plan
Positions by Factored Points	Pay Plan
Program Maintenance	Overview
Ranking of Job Positions	Overview
Recommendations	Overview
Salary Comparison Summary	Comparative Survey
Starting Salaries for New Employees	Overview
Supervision of a Personnel Plan	Overview

CITY OF ST. JOHN PERSONNEL CLASSIFICATION PROGRAM

October, 2000

OVERVIEW

This personnel classification and pay plan provides the City of St. John with a systematic arrangement of job positions and encourages "equal pay for equal work." The classification of positions is an essential function in the development of a sound pay plan. Such a comprehensive personnel program allows the City of St. John to approach personnel management:

- in a systematic manner with attention to prevailing levels of pay in the marketplace;
- with regard for the relative worth of the various types of positions;
- on the basis of accurate and current information as to the types and levels of work performed by each job holder;
- in a manner that provides consistent and fair treatment of all employees, free from favoritism, partiality, or discrimination.

A sound pay plan also enhances effective administration in municipal government, as well as providing salary rates that compare favorably with those of other governmental jurisdictions.

A pay plan establishes salary rates that are neither so low as to make it impossible to attract and retain competent employees, nor so high as to be wasteful of public funds. In general:

- it provides proper pay relationships among positions with different degrees of difficulty and responsibility;

- it provides knowledge of predicting future financial requirements for personnel services and for uniform treatment of present and future city employees.

GENERAL APPROACH

The City of St. John contracted with the League of Kansas Municipalities to conduct a personnel classification and salary plan. The League reviewed the present personnel policies and procedures, all current salary data and the job classifications of all city employees, with the exception of the elected officials.

A job analysis questionnaire, designed to provide total information about individual jobs, was distributed to employees. Employees were asked to complete the questionnaire and return it to the League.

The job questionnaires were analyzed using statistical techniques designed to maintain objectivity between job positions within the city. Each questionnaire was rated and ranked according to eight key factors. These factors were:

**EXPERIENCE
EDUCATION
SKILLS
PROBLEM SOLVING
DECISION MAKING
ACCOUNTABILITY
SUPERVISION
PERSONAL RELATIONS**

A ninth factor, **working conditions**, is applicable only to selected positions. From this analysis, position rankings and a pay

plan were designed to consider the city's current pay structure.

The League then used the 2000 League Salary Survey and the 1999 Kansas Wage Survey to compare the City of St. John with other cities that were selected by St. John, as well as job positions in the private market.

Two primary methods were used in the field of personnel management to construct salary plans. The first is a performance-based approach in which salary increases are made on the basis of performance appraisals and meritorious conduct. The second method is the incremental approach toward salary administration. Within this method, longevity and cost of living adjustments (COLA) are two factors that significantly influence any fluctuations in the level of pay employees receive. **The League recommends that the City of St. John implement a performance-based personnel salary plan.** Such a plan provides for established percentage merit increases based on performance evaluations.

In addition to implementing a performance-based salary plan, the city will find this report useful in a number of other areas. This report provides valuable information on:

- how current salaries in the city compare with salaries in those cities that were chosen;
- how job positions in the city organization rank with each other;
- job descriptions, position requirements, and organizational charts;
- positions whose salaries may lie above or below an advisory salary range for that particular position.

METHODOLOGY

The following is a review of the process undertaken and several observations made

regarding personnel administration in the City of St. John.

JOB DESCRIPTIONS AND POSITION REQUIREMENTS

The employees of the departments and offices included in this review were requested to complete a job analysis questionnaire describing numerous aspects of their job tasks, responsibilities, and skills. After each employee had completed his or her portion of the questionnaire, the employee's immediate supervisor and the department head reviewed the questionnaires and added his or her comments. The supervisor's review focused primarily on the accuracy of the employee's answers. The information contained within these questionnaires was used as a basis for constructing job descriptions and job requirements. The information was also referred to during the job rating process of the classification program.

Once the job analysis questionnaires were finished, they were carefully reviewed by the League. After preliminary job descriptions had been written, based on the information provided on the questionnaires, each employee was given a copy of the draft of his or her job description and asked to make any corrections or changes they deemed appropriate. Organizational charts were prepared based upon the conclusions drawn from completed employee questionnaires.

RANKING OF JOB POSITIONS

Statistical techniques were applied toward ranking job positions according to a set of established procedures and criteria. Based on information provided in the questionnaires, each job position was rated against the following compensable factors:

EXPERIENCE
EDUCATION
SKILLS
PROBLEM SOLVING
DECISION MAKING
ACCOUNTABILITY

SUPERVISION PERSONAL RELATIONS WORKING CONDITIONS

Summary information from the rating process allowed job positions to be ranked according to a hierarchical structure of job worth. Job rankings were then matched with current salaries to determine the alignment of the city's current pay plan. Every effort was made not to disturb the existing pay structure of the city as new position advisory salary ranges were established.

Advisory ranges for each position in the city were established based on each position's final salary. The final salary was calculated using medians determined in the selected city comparisons, private sector medians, and St. John's factored salary. The city factored salary for each position was weighted against the market medians using a calculated weighting basis. The advisory salary range was then established comprised of the final position salary plus and minus ten percent (10%).

Each advisory range is designed to not only fit the city's current salary structure, but to also reflect the level of pay for each position in the general marketplace. Any immediate salary changes that are needed for an individual employee or group of employees as a result of this analysis are reported separately from this report.

The basis for awarding merit pay increases depends on each employee's current salary compared to the final position salary. Therefore, an employee who is currently being paid **more** than the final position salary will be given **less** of a merit pay increase. Conversely, an employee who is currently paid **less** than the final position salary will be given **more** of a merit pay increase. The percent above or below the final salary is the key factor in the amount an employee will receive for a merit pay increase.

This program recognizes two performance levels. Those two levels are **EXCEEDING EXPECTATIONS** and **OUTSTANDING**.

Each level has its own percent range for a merit pay increase.

The "Pay Plan" section of this report sets the guidelines for implementing the merit pay portion of this program.

OTHER CONSIDERATIONS

LONGEVITY

An employee's length of service to a local government should not be confused with meritorious performance of the employee. As an example, if the city chooses to monetarily award employees for longevity, then the city could annually award an arbitrary amount (\$10 as an example) for every year of service. See table 1 below:

Years of Service	Longevity Pay
5	\$ 50
10	\$ 100
20	\$ 200

Table 1

Such a system would allow for a distinction between salary increases based on demonstrated performance and increases solely based on longevity and years of public service. **The League recommends that if the city elects to adopt a policy of instituting annual longevity pay, it be done as a separate amount apart from the employee's base pay.**

Before implementing a longevity bonus system, the city must consider the effects of the system with respect to FLSA provisions on wages and salaries.

COST OF LIVING

Cost of Living Adjustments (COLA) on annual salaries are made in order to keep employee salaries in step with inflationary trends. The

COLA should be considered separately from salary increases based on merit or longevity. While longevity and merit increases are assessed individually upon employees, cost of living adjustments are percentage increases generally made across all city departments. The City Council should endeavor to make a clear distinction between merit pay and longevity pay and in annual COLA.

- A monthly report of changes to the Consumer Price Index can be obtained free of charge by writing:

U.S. Department of Labor
Bureau of Labor Statistics
911 Walnut Street
Kansas City, MO 64106

FAIR LABOR STANDARDS ACT

The League recommends monitoring of personnel records and salary transactions in order to maintain the city's compliance with the record keeping provisions of the FLSA.

- For further information on the FLSA, refer to the March, 1987 issue of the Kansas Government Journal article entitled "DOL Publishes FLSA Rules and Regulations" and "FLSA, The Federal Fair Labor Standards Act: Its Application to Kansas Municipalities" published May 22, 1990.

AUTHORITY AND SUPERVISION OF A PERSONNEL PLAN

The City Council is responsible for the authorization and supervision of this personnel classification and pay plan. Once adopted by the City Council, any alterations to the plan in the form of classification changes or salary increases or decreases should be made by the City Council. Subsequent implementation and administration of the plan rests with the department heads. Employee performance appraisals and meritorious salary increases are also determined by the respective department heads.

PERFORMANCE EVALUATION SYSTEM

The implementation of the personnel classification and pay plan presented to the City of St. John is contingent upon a performance evaluation system. The pay plan establishes advisory salary ranges for each job position based on the analysis and criteria established by the League and St. John's City Council. This plan interacts with the existing salary structure of the city. Therefore, meritorious salary increases based on the performance appraisals of a department head should be made in relation to how the current salary of the job position lies above or below the final position median salary.

- Guidelines for determining meritorious pay increases are provided in the "Pay Plan" section of this report.

STARTING SALARIES FOR NEW EMPLOYEES

The merit system provided works well with the existing salary structure of the city. Advisory salary ranges were established for job positions using a ratio which weighted the city factored salary to the market median. Fairness issues may arise if the city chooses to hire a new employee into a specific position in which the minimum salary for that salary range is significantly higher than the salaries paid to current employees in that position. In order to alleviate such problems, yet maintain a personnel policy consistent with the proposed pay plan schedule, the League suggests the City Council adopt the following policy toward starting salaries for new employees:

- New employees who fall under this program should receive a starting salary that is not less than 85 percent (85%) of the final position median salary within the advisory salary range that the employee has been assigned.

For example, a Lineman's advisory salary range is \$11.96 to \$14.62, with a median salary of \$13.29. Due to the fact that some of the current employees in this position may be paid below these levels, granting a new employee in this range the minimum salary of \$11.96 per hour could cause discontent among other employees in this range. Offering the new employee a starting salary of \$11.30 per hour (or 85% of \$11.96 hourly) addresses this salary fairness issue. Once this pay plan has been implemented over the course of several years, salaries within each advisory salary range will come into line, and new employees can begin at the minimum salary within the range they are assigned.

PROGRAM MAINTENANCE

The "Appendix" section of this manual contains worksheets designed to make changes for updating information within the system and adding new positions to the system. The League has developed an update service to implement these changes. The city may choose to use this service at a nominal cost.

CITY OF ST. JOHN

PERSONNEL CLASSIFICATION PROGRAM

RECOMMENDATIONS

- The overall salary structure of the city is slightly lower in most positions than other Kansas cities (See “Comparative Survey” section). Any immediate changes to the city’s current salary structure are suggested in a separate report. which may necessitate increasing the minimum and maximum of advised salary ranges.
- New employees who fall under this program should receive a starting salary that is not less than 85 percent (85%) of the final median salary within the advisory range for the position that the employee has been assigned.
- Performance appraisals should be conducted on each full-time employee at least once annually on the employee’s anniversary date with the city.
- The length of an employee’s tenure with the city (longevity) usually has an adverse impact on hourly salaries assuming longevity is a part of the hourly salary. Remember, as an employee’s salary increases over time, job worth, performance, or productivity may not increase. While the League neither encourages nor discourages longevity pay for public employees, FLSA guidelines should be followed in determining the hourly salary for computing overtime.
- Budgeted funds should be set aside annually to provide for the implementation of this performance-based program and any Cost of Living Adjustments (COLA) the governing body decides to make.
- The program contained within this manual should be reviewed at least every 18 months by the City Council. This review should focus on market changes

CITY OF ST. JOHN PERSONNEL CLASSIFICATION PROGRAM

COMPARATIVE SURVEY

Two sources were used in the comparative survey:

- 2000 League Salaries & Fringe Benefits of Kansas Cities Survey
- 1999 Kansas Wage Survey

The City Council chose certain cities to be used for the comparative surveys. The cities were selected based on assessed valuation and proximity to St. John. A listing of those cities selected can be found in the following pages.

A query was performed to select those cities that had the position that was being compared. At least three cities had to have that position to determine the city market median.

St. John is slightly below or comparable to the final salary in most position comparisons. A separate report has been provided indicating those positions that fall below 85 percent (85%) of the final salary. Any immediate salary increases are recommended in that report.

Although each advisory salary range was set based on considerations from the salary surveys, an effort was made not to disrupt the city's current salary structure.

The information contained in this section is, for the most part, self-explanatory. In some instances there were job title differences between a reported position and St. John's current position.

The comparative surveys that follow represent the analysis of each full-time position currently listed on the city's organizational chart.

CITY OF ST. JOHN

PERSONNEL CLASSIFICATION PROGRAM

PAY PLAN

The League recognizes three primary methods by which a governing body compensates their employees. The first of these are cost of living adjustments (COLA), usually given on an annual basis, and is the most frequent method used for increasing public sector salaries across Kansas. Another method for increasing salaries involves paying for an employee's longevity with a municipality. While these payments are not as common as cost of living adjustments, they have become increasingly popular with employee groups. The third method involves pay for performance, or productivity, and is commonly referred to as a "merit" increase.

The League believes that every local government should exercise its own discretion to determine the timing and amount of cost of living adjustments. The League does not suggest that longevity pay systems must be established. However, if the governing body elects to pay their employees for longevity, such payments **should be made as a separate amount apart from the employees' base salary.**

The League's personnel classification program is merit based, and requires an annual evaluation of each full-time position if the plan is to be maintained objectively. While some merit based systems are criticized or being too subjective, the League has developed a program that is as objective and fair to each employee as possible.

In brief, the League's merit based system is designed from employee job questionnaires which are analyzed, numerically rated, and ranked. The municipality's existing pay scale, the numerical ratings of each position, and market considerations are used as the basis for determining advisory salary ranges. Once

the advisory salary ranges have been determined, each position within a range is analyzed relative to that range's midpoint. The percentage difference each employee is from the midpoint determines the salary increase which will be given. All merit increases should be based on a performance appraisal which is at least "exceeding expectations".

Based on the table in table 2, merit increases could range from .5 percent to 6.00 percent. From the examples in table 2, employees could receive merit increases ranging from .50 percent to 4.00 percent assuming each employee received an "exceeding expectations" performance appraisal.

The percentage increase would be somewhat larger if each employee received an "outstanding" performance appraisal.

As the pay plan "ages" under this program, all employees will begin to move closer to the true pay line of the city. This assumption will remain true **provided** a periodic adjustment of the final position salary and advisory salary ranges is made as warranted by changes in the marketplace. (See the scattergram at the end of this section.)

By using the aforementioned pay increase guide, the reader can determine the merit increase that each employee would be eligible for contingent upon their performance appraisal. **Every employee can benefit by this system and every employee is eligible for an increase given at least an "exceeding expectations" performance evaluation.**

Table 2

Position	Factored Points	Current Salary	Final Median	Percent From Median	Merit Percent Increase
Streets/Parks Maintenance Worker	46.9	\$ 12.02	\$ 8.75	37%	.50%
Police Officer	47.2	\$ 9.00	\$ 9.22	-02%	2.00%
Utility Billing Clerk	53.0	\$ 8.20	\$ 9.70	-15%	4.00%

CITY OF ST. JOHN

PERSONNEL CLASSIFICATION PROGRAM

JOB ANALYSIS FACTORS

EXPERIENCE (EXP)	The level of proficiency derived from training, observation, and personal participation which an employee should possess in order to satisfactorily perform a set of tasks within a given job.
EDUCATION (EDU)	The level of training and knowledge that an employee should possess in order to satisfactorily perform a set of tasks within a given job.
SKILLS (SKI)	The level of ability with a machine, craft, or science that an employee should possess in order to satisfactorily perform a set of tasks within a given job.
PROBLEM SOLVING (PRS)	To find or provide a satisfactory answer or explanation to any question or situation needing to be resolved within a given job.
DECISION MAKING (DCM)	A judgement or conclusion reached with a certain amount of freedom which results in a specific action. In this context, a decision should be viewed as a specific action that affects or contributes directly to the completion of a task within a given job.
ACCOUNTABILITY (ACT)	Those resources which an employee is responsible for on a continuing basis. In this context, "resource" includes both monetary and non-monetary assets of the organization (large machinery, cash, vehicles, and office equipment such as computers). An employee is "accountable" only if the damage or loss to any of these resources could result in some unfavorable action against the employee.
SUPERVISION (SUP)	Daily and direct responsibility, including performance appraisal, for employees attending to tasks within their jobs.
PERSONAL RELATIONS (PRS)	The connections, dealings, or interactions of an employee with persons from both outside and within the organization. In this context, such interactions become increasingly important where the employee can exercise individual judgement which can affect such persons in a positive or negative manner.
WORKING CONDITIONS (WRC)	Continual exposure to external conditions which an employee cannot avoid due to the nature of the position.
SPECIAL REQUIREMENTS*	Skills, either cognitive or physical, that may be required to perform the functions of a position.

* Special Requirements are not a compensable factor when determining classifications.

CITY OF ST. JOHN

PERSONNEL CLASSIFICATION PROGRAM

GLOSSARY OF TERMS

Compensable Factors	A single job requirement. The League's classification program recognizes eight factors. They are: experience, education, skills, problem solving, decision making, accountability, supervision, and personal relations. A ninth factor, working conditions, applies only to selected positions.
Factored Points	The predetermined percentage "weight" given each compensable factor. This percentage is multiplied against the points assigned each factor. The results are factored points.
Job Analysis	The process of analyzing each position within the municipality. The purpose of this analysis is to quantify each position based on the nine compensable factors.
Job Complexity	A designation made up of two compensable factors: problem solving and decision making. Generally, this area is about 50 percent of what comprises each job position.
Job Description	Brief statements which summarize a majority of the tasks expected from a given position.
Job Questionnaire	A survey completed by each full-time employee designed to fully explain the work requirements of each position.
Job Responsibility	A designation made up of three compensable factors: accountability, supervision, and public relations. Generally, this area is about 28 percent of what comprises each job position.
Median	<p>The midpoint in a sorted (high to low) group of numbers. When used in a salary survey, it infers that 50 percent pay less than the median amount and 50 percent pay more than the median amount.</p> <p>The median is also the center of a given advisory salary range expressed as a dollar amount. This amount is important because all current salaries within an advisory salary range are compared to the median.</p>
Performance Evaluation	A process, accomplished at least every twelve months, between an employee and his or her supervisor. The process should involve a written form and should measure the progress of an employee against the purpose of the department.
Salary Guide Chart	The chart depicting the size of merit increase an individual would receive dependent upon his or her performance evaluation.



**Proposal for Services - City of St. John, KS
Job Descriptions
Compensation Study
March 28, 2016**



Rebecca Crowder, President
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(913) 851-7530
Fax (913) 851-7529
bcrowder@austinpeters.com
www.austinpeters.com

Firm Information

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Fax (913) 851-7529
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General Description of Firm

Firm's Experience and Qualifications

The Austin Peters Group, Inc. (APG) is a corporation established in 1998. The company is incorporated in the state of Kansas. It is a privately owned, certified Women Business Enterprise (WBE). APG is co-owned by Rebecca Crowder, President, and Elizabeth Tatarko, Vice-President. Rebecca Crowder will be the primary contact for the project.

A small company based in Overland Park, Kansas, The Austin Peters Group combines the experience and energy to provide high-quality, tailored products that meet the demands of our customers. The firm prides itself in being highly responsive to its client needs.

The Austin Peters Group has completed projects similar to this for over a 100 local governments. We have been assisting local governments since 1998.

Project Manager, Personnel and Qualifications

Experience - Project Manager and Team

The following is an overview of our project team, which includes qualifications, education, professional registrations, and areas and years of service in the respective field.

Rebecca Crowder, Masters in Public Administration, SPHR—President

The founder and President of The Austin Peters Group, Inc., Rebecca has more than 25 years of local government management experience. Rebecca has provided management assistance to over 200 local government clients on a variety of management issues. She has researched and authored more than 200 studies. Rebecca has organized and led training programs for over 5,000 participants on issues such as diversity awareness, human resource management, team building, budget and finance, role of boards, goal setting and strategic planning. Past positions -- Human Resource/Administrative Services Director—Merriam, Kansas; Management Consultant—

University of Tennessee Municipal Technical Advisory Service; Management Assistant—Janesville, Wisconsin; Budget Analyst—Johnson County, Kansas

Rebecca's extensive local government experience has touched all local service areas, including: police, fire, public works, engineering, water, wastewater, building inspection, planning, solid waste, library, mental retardation services, administration, county elected officials, courts and juvenile justice, and more. She holds a Bachelor of Arts in Political Science from Kansas State University and a Master of Public Administration from the University of Missouri at Columbia. Former National Society for Human Resource Certification instructor for four years at Washburn University, teaching the Compensation certification (among others). Rebecca has led all projects listed in experience statement. Professional Memberships and Certifications: ICMA, SHRM, DDI Trainer, Zenger Miller Trainer.

Project Responsibility: Project Manager for Job Descriptions, Market Analysis, Employee Handbook. Overall responsibility for entire project.

Elizabeth Tatarko, Masters in Urban Planning—Vice President

Elizabeth has served local and state government—as well as non-profit organizations—for more than 25 years. Prior to joining The Austin Peters Group, she was the Assistant Director of the Kansas Center for Rural Initiatives at Kansas State University.

Elizabeth has provided technical assistance to more than 200 local, regional, and state organizations. She provides expertise in -- Evaluation and survey design; Community and economic development; Citizen involvement; Community participation; Conflict resolution; Focus groups; and Strategic planning.

Over the past several years, Elizabeth has co-authored nearly all of the studies undertaken by The Austin Peters Group, Inc. local government and worked directly with nearly all of Austin Peters Group, Inc. 80 local government clients, and worked with more than 20 communities in citizen attitude survey research, focus group research, and individual interviews. She has also served as a program evaluator for university and state government programs.

Elizabeth has served as an organizer and leader for training programs that have reached more than 5,000 persons. She received specialized training in conducting focus groups from the University of Minnesota under the guidance of Dr. Richard Krueger, the national leader in this field. She holds a Bachelor of Science in Political Science and a Master of Science in Regional and Community Planning from Kansas State University.

Elizabeth was the Project Manager for Johnson County's Performance Evaluation program involving more than 4,000 employees. She also served as co-project manager for the Ford County Organizational Assessment. Professional Memberships and Certifications: APA, Myers Briggs Type Indicator, DDI Trainer, Center for Creative Leadership graduate, Focus Group Facilitator University of Minnesota. Training and experience includes all major projects in partial list below.

Project Responsibility: Co-Project Manager for all aspects of the engagement.

Jay Crowder, Masters in Human Development, SPHR—Senior Consultant

Jay has held leadership and professional positions in two Fortune 250 companies and in County government. His 25 years of experience are in the areas of -- Affirmative action; Fair employment practices (ADA, FMLA, Title VII); Human resource planning; Recruitment; Compensation; Performance management; 360-degree evaluation process; Employee relations; Training and development; Employee relocation; Union avoidance; Worker's compensation; and Immigration.

Jay holds a Bachelor's Degree in Human Development from the University of Kansas and a Master's Degree in Human Resource Development from Vanderbilt University. Training and experience include specific studies, as well as the former Classification and Compensation Analyst for Johnson County, Kansas (current employees total over 4,000). Professional memberships and certifications include ICMA, SHRM.

Project Responsibility: Consultant on employment law and human resource needs.

Additional Firm Qualifications

The resources of our firm are sufficient to complete the recruitment and perform the human resource services selected by the City in a timely fashion and without delays from our firm. The only service we sub-contract is graphic design for an on-line Recruitment Profile brochure. In addition to the extensive experience with over 100 local government clients and expertise of our consulting team, our firm's resources also include:

- A broad network of professional local government managers in the Midwest
- Affiliate membership in the International Association of City/County Management Association
- Many years of experience in developing and delivering professional development programs to local government managers and other employees
- Expertise in all aspects of human resource management including up-to-date employment law (signified from certification by the Society for Human Resource Management)
- Over seventy years of combined experience working with hundreds of municipal elected officials on a broad array of projects related to executive recruitment, other human resource management needs, strategic planning, governance training and facilitation, and employee training and leadership development.

What previous clients say about our executive recruitment services

"After considering multiple bids from executive search firms, our governing body selected The Austin Peters Group. It proved to be a very wise choice. From the beginning, the consultants listened carefully to the wants, needs and concerns of the City Council, employees and citizens. Those ideas were considered throughout the process. Our experience was such a positive one that I can say confidently that we would not hesitate to hire your company again. – Honorable Dion Avella, Derby, Kansas Mayor

Previous Experience

Partial List of Clients – Human Resource Consulting

Projects listed below involved some part of the following components -- an extensive market evaluation of all full-time and part-time positions. The classification and compensation study was accomplished in coordination with the market review, updating job descriptions, conducting salary and benefit surveys, evaluating and recommending alternatives to the performance evaluation system, working hand-in-hand with administration and the governing body to implement recommendations.

City of Bonner Springs, Kansas

City of Hesston, Kansas

City of Iowa City, Iowa

Routt County, Colorado

City of La Vista, Nebraska

City of Newton, Kansas

Johnson County, Kansas

References for HR Consulting Services

Lunda Asmani, Assistant County Administrator

City of Newton

201 East Sixth, P.O. Box 426

Newton, KS 67114

316-284-6019

Lasmani@cityofnewtonkansas.com

Scope: Classification and Compensation project, market survey, job description revisions, 150 positions for the 211 employees.

Mr. Mike Gerber

President and CEO

Housing Authority of the City of Austin

1124 S. IH-35, Austin, TX 78704

(512) 477-4488

michaelgerber@hacanet.org

Classification and Compensation project, market survey, job description revisions, 115 positions

for the approximately 225 employees

Gloria Morgan, PHR

Director of Human Resource
Housing Authority of the City of Austin
1124 S. IH-35, Austin, TX 78704
(512) 477-4488 Ext. 2500
gloriam@hacanet.org

Classification and Compensation project, market survey, job description revisions, 115 positions for the approximately 225 employees

Ms. Sarah Plinsky, Assistant County Administrator

Douglas County
1100 Massachusetts
Lawrence, KS 66044
(785) 832-5329
splinsky@douglas-county.com

Scope: Classification and Compensation project, market survey, for 376 employees

Ms. Rita Ramirez, Assistant City Administrator

City of LaVista
8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343
RRamirez@cityoflavista.org

Scope: Classification and Compensation project, market survey, job description revisions, performance evaluation implementation for 48 positions

Human Resource Consulting -- Understanding of Requested Services

The Austin Peters Group has a 98% success rate for implementation of projects similar to the one described here. Success of our projects depends on employee, manager, and governing body buy-in. The support at each level of the organization is important to the credibility of the project. Therefore, there are many points in the process where each group is involved. Having a process that is fair, uniform and builds in specific criteria that is uniformly applied to all positions is the foundation of our communication strategy and work. The consulting team will work to customize policies, procedures, and work documents for the City to carry the pay study forward.

Our success comes from not just dropping off recommendations with a City, but with support that continues for three years after the recommendations are delivered. We have project principles that we follow with our employee communication and government body; for example, no employee will receive a pay decrease recommendation from our firm, and the level of information that is distributed back to the employees at the end of the project is specific to their position range and recommendation.

Roles Overview Throughout the study and during each phase the role of The Austin Peters Group, St. John, and its workforce is a partnership. Below is an outline of roles and involvement:

Employees

Compensation Analysis—Employees receive a specific letter regarding recommendations prior to final adoption of the pay study, and employees have a chance to talk to the consulting team prior to final adoption.

Job Description Development—Employees are directly involved in providing input for their position description. APG uses an interview process to update and integrate changes into current descriptions. If a description does not exist, employees are involved in position questionnaires and face-to-face interviews by positions to assist in development of new job descriptions.

Administration and Department Heads/Elected Officials

Compensation Analysis —Department heads are involved at the same level as employees. In addition, they will help with a specific questionnaire about the market regarding comparable communities and positions.

Job Description Development — Department heads are involved at the same level as employees. In addition, they will help with editing, they will receive drafts (sometimes several) of their employee's job description information and provide comments.

Governing Body

Compensation Analysis —The consulting team will meet with the governing body (if they wish) prior to the project commencing to answer strategic and policy questions, and provide overall direction to the consulting team. The consulting team will meet with the governing body to present findings in a work session or other format as appropriate.

Job Description Development — The consulting team will meet with the governing body to present findings in a work session or other format as appropriate. The governing body will have final copies of all job descriptions.

City Staff Support

The City will provide the following support:

- Arrange for all meetings, including arranging meeting space and providing meeting confirmation.
- Copy and distribute memos, questionnaires, information to employees in a timely manner (as requested by the consulting team).
- Provide copies of all job descriptions (Word format), existing pay plans, pay ranges by employee (Excel format), and provide copies of all wage and salary schedules (Excel format if available).
- Provide a listing of all employee names, titles, departments, current salaries, exempt versus non-exempt status, and current ranges (in Excel format).
- Provide copies of personnel policies and handbooks (if possible electronically) if you would like our input on any changes.
- We request background documents so that we have a thorough understanding of past practices and future goals for the City.

Scope of Work

Compensation Analysis

A. Job Description Development

The Austin Peters Group's objective is to review, modify and/or create job descriptions with the goal of bringing the City's job descriptions in line with the employment market and best practice guidelines. The development of job descriptions will focus on responsibilities and duties, qualifications, working conditions, physical requirements, and other relevant information such as certifications and whether the position is in a supervisory role. The requirements for performing the position under a minimum and preferred standard will be outlined by education and/or experience depending on the role, along with additional requirements to be in compliance with equal employment opportunity and American with Disabilities Act (Amended).

The person in the position (or the supervisor) will fill out a questionnaire that guides the consultant in developing the job description. The questionnaire will include an attached current job description. The questionnaire will ask additional questions which help guide in the job

description update, which will include:

1. Appropriate questions related to classification as exempt or non-exempt under the Fair Labor Standards Act (FLSA) for some positions if unclear;
2. Compliance with the current Americans with Disabilities Act (as amended);
3. Appropriate physical and non-physical requirements;
4. Working conditions;
5. Essential and marginal duties that are specific to the position;
6. Qualifications (education and/or experience), Licensing/Certification, specifications (knowledge, skills and abilities), accountabilities, and organizational relationships.

The consultant will draft the job description and will clarify with department heads any discrepancies. Once the job description has been completed they will be given to the City Clerk for final internal review. The job descriptions will be provided in a uniform format.

B. Interviews for Job Descriptions and Market Understanding (Optional)

The Austin Peters Group reviews the current City positions and conducts interviews with employees by position and site visits.

All employees will be asked to complete a position questionnaire for assisting with preparing the job descriptions. During this process, the consultant will meet with department heads to: discuss position questionnaires, confirm job description content, and answer general questions about the position's responsibilities and the labor market.

Further, as stated above, the team will then interview employees and conduct worksite tours. The combination of **position questionnaires, interviews, and onsite observations** provides an understanding to initially complete to complete the market analysis and job descriptions.

C. Market Review

Positions will be evaluated in comparison to local economic market conditions. In order to accomplish the external market review of positions, ten or more comparable organizations (*e.g.* similar cities) will be surveyed.

Respondents will receive a summary of the position being surveyed, and will be asked to score how closely the respondent's position matches the benchmark position in the survey. This assists the consultant with determination of content and duty comparisons.

After surveys are received, the consultant often communicates with the respondents to confirm information and responses or review job descriptions. Department heads will be interviewed and surveyed regarding market competition and staffing turnover to ensure that critical positions are surveyed.

External data sources may assist in the recommendations. An attempt to survey all City positions will be completed for 11 positions (including summer/seasonal).

The final report will demonstrate each response and provide a summary of (as well as graphic and numerical differences between) the City and its respondents. Benefits information will not be collected. The report will outline where the City currently stands in the market, and what steps would be necessary to lead, meet, or lag the market.

D. Range recommendations, Implementation

Pay ranges will be a set number and market findings will guide each position recommendation. The Austin Peters Group will provide a draft of these findings to the City Clerk for feedback.

Employee Communication of Recommendations

The consulting team will provide an opportunity for employees to ask the consultant questions.

Maintenance of a Plan

For future maintenance of a pay plan system, spreadsheets and electronic documents will be handed over to the City Clerk. Additional polices will be provided to help maintain the system, if desired.

Work Schedule for HR Consulting

Completion Date	Task	Responsible	Deliverables
Week 1-3	Letter of agreement	St. John	Returns signed copy to the Austin Peters Group and processes invoice for deposit.
	Meeting with City Governing Body if desired.	Austin Peters Group/ St. John	The consulting team meets with the City Governing Body if desired.
	Market questionnaire delivered to City department head only	Austin Peters Group/ St. John	Questionnaires are delivered electronically. Market questionnaire is filled out by the department head and returned by day 5 via fax to the Austin Peters Group (913-851-7529).
	Market questionnaire from department head	Austin Peters Group	Department heads answer questions required for market study process to start.

Week 1	Position evaluation questionnaire distributed to City employees	Austin Peters Group/ St. John	Questionnaires are delivered electronically. Job description questionnaires are filled out by all employees and returned to their supervisors by day 10. Job description questionnaires are distributed with a memo outlining the project.
Week 3	Market survey commences	Austin Peters Group	Market analysis (respondents will have 14 days to turn survey around to APG).
Week 3	Department/ supervisor/ Employee Interviews	Austin Peters Group	Employees are interviewed for job description review (optional). Work Site Tours.
Week 9	City Clerk	Austin Peters Group	Draft of market findings with preliminary range recommendations and financial impact.
Week 10	City Clerk	Austin Peters Group	Draft of findings with preliminary recommendations. Delivery of Job Descriptions.
Week 12	Meet with governing body	Austin Peters Group	Final recommendations.

Scope and Cost for Additional HR Services	Cost
A1. Job Description Development Rewriting (11 hours)	\$ 990
A2. Job Description Onsite Interviews and Site Visits (11 hours) OPTIONAL	\$ 990
B. External equity - market analysis of peers for 11 positions (flat rate)	\$ 2,500
C. Recommendations for market, ranges, implementation by position (11 hours)	\$ 990
D. Employee Handbook review (flat rate) OPTIONAL	\$ 3,000
E. Electronic copies will be sent to client for photocopying	No Charge
Total HR Consulting Cost	\$ 8,475
For All Services included in this proposal mileage, travel costs (overnite if any), and travel hours will be invoiced separately. Travel hours invoiced at \$45/hour.	

Additional Work

The rate for this project \$90/hour. This hourly rate will be applied for any additional services beyond the scope of services outlined in this request for proposal response.

Letter of Understanding

LETTER OF UNDERSTANDING
FOR City of St. John, KS
Job Descriptions
Compensation Study
Employee Handbook

Project beginning _____, 2016.

This letter shall serve as a letter of agreement between the City of St. John, Kansas and The Austin Peters Group, Inc., of Overland Park, Kansas, governing the provision of professional human resource consulting for the City of St. John, Kansas according to the proposal dated March 28, 2016.

The Austin Peters Group, Inc. shall provide consulting services for the following services as checked below by each item.

Fees

Scope and Cost for Additional HR Services	Cost
<input type="checkbox"/> A1. Job Description Development Rewriting (11 hours)	\$ 990
<input type="checkbox"/> A2. Job Description Onsite Interviews and Site Visits (11 hours)	\$ 990
<input type="checkbox"/> B. External equity - market analysis of peers (flat rate)	\$ 2,500
<input type="checkbox"/> D. Recommendations for market, ranges, implementation by position (11 hours)	\$ 990
<input type="checkbox"/> E. Employee Handbook review (flat rate)	\$ 3,000
<input type="checkbox"/> F. Electronic copies will be sent to client for photocopying	No Charge
<input type="checkbox"/> Total HR Consulting Cost	\$ 8,475
<input type="checkbox"/> For All Services included in this proposal mileage, travel costs (overnite if any), and travel hours will be invoiced separately. Travel hours invoiced at \$45/hour. This assumes 1 site visit, additional visits will be invoiced separately	

Additional Work

The rate for this project \$90/hour. This hourly rate will be applied for any additional services beyond the scope of services outlined in this request for proposal response.

City of St. John, Kansas agrees to provide payments in the amount of \$8,475 be billed in a progressive manner with a deposit and final payment. All mileage, travel costs (over nite if any) and travel hours will be invoiced separately. Travel hours will be invoiced at \$45 per hour.

City of St. John, Kansas agrees to compensate The Austin Peters Group, Inc., under the terms and conditions as provided herein.

With regard to the services to be performed by The Austin Peters Group, Inc., pursuant to the terms of the agreement, The Austin Peters Group, Inc., shall not be liable to the City of St. John, Kansas or to anyone who may claim any right due to his relationship with City of St. John, Kansas for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc., or on the part of the agents or employees of The Austin Peters Group, Inc.; except when said acts or omissions of The Austin Peters Group, Inc., are due to their willful misconduct.

City of St. John, Kansas shall hold The Austin Peters Group, Inc., free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to City of St. John, Kansas pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct as determined by a court of competent jurisdiction.

City of St. John, Kansas, agrees that the liability of Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Austin Peters Group for the particular project or services, or other associated services that gave rise to the claim being asserted by City of St. John, Kansas. In no event shall Austin Peters Group, Inc, its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files. Returning via fax is acceptable (913-851-7529).

Sincerely,

Rebecca

Rebecca Crowder
President

Accepted by: _____
City of St. John, Kansas, Representative

Date: _____