

**Town of Savanna
Council Meeting Minutes**

April 13, 2020 at 7pm

Savanna Public Works Authority

Meeting called to Order by Coy

Roll Call: Coy, Chad, and Robbye Absent: Nathan

Attendances: Police Chief David Spears, Fire Chief Jeff Jones, City Attorney Pat Layden, Lexey Lund, and Miranda Thompson

1. Motion by Coy to Approve Minutes of March 9, 2020 Council Meeting, 2nd by Chad;
Votes: Coy - Yes Chad – Yes Nathan - Absent
2. Motion by Coy to Approve Current Claims, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan - Absent
3. Financial Report; None - Tabled by Coy
Discussed Mike Kerns, Kerns said he will provide 5 months free.
4. Ordinance No. 2020-309; Ordinance No. 2020-309 to provide a Collection Fee of 30% of the amount of unpaid fines or cost for the collection of fines and fees. Town Clerk Katie Gragert will post in the McAlester News Capital and on the Bulletin outside City Hall. Motion to Approve Ordinance No. 2020-309 by Coy, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan – Absent
5. Passing Ordinance No. 2020-309 as an Emergency; Motion to Approve Passing Ordinance No. 2020-309 as an Emergency to go into effect immediately for the immediate benefit of Town of Savanna made by Coy, 2nd by Chad; Votes: Coy – Yes Chad – Yes Nathan – Absent
6. Water Adjustments; Ronnie Crawley. Motion by Coy to approve Water Adjustments, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan – Absent
7. New Business; None
8. Public Discussion; None

Motion to Adjourn by Coy, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan – Absent

Town Clerk

Katie Gragert

Council Members

Coy Holt
Chad Graham *Nathan*

Owner: RONNIE CRAWLEY #2
Occ: RONNIE CRAWLEY #2

TAP/ACCOUNT HISTORY

4/13/2020
5

<u>DATE</u>	<u>CURR/PREV</u>	<u>USAGE</u>	<u>CHARGE/PENALTY</u>	<u>OTHER</u>	<u>DATE</u>	<u>CREDIT</u>	<u>CODE</u>	<u>BALANCE</u>
11243								
12/28/19				21.58	12/28/19		Sewer	55.55
01/28/20	181330	179620	1,710	13.88	01/15/20	55.55	Cash	0.00
					01/28/20		Water	13.88
				20.09	01/28/20		Garbage	33.97
02/11/20				21.58	01/28/20		Sewer	55.55
02/28/20					02/11/20	55.55	Cash	0.00
				20.09	02/28/20		Garbage	20.09
03/06/20				21.58	02/28/20		Sewer	41.67
03/28/20	185690	181330	4,360	30.18	03/06/20	55.55	Cash	(13.88)
					03/28/20		Water	16.30
				20.09	03/28/20		Garbage	36.39
04/03/20				29.54	03/28/20		Sewer	65.93
04/08/20					04/03/20	9.04	ADJ	56.89
					04/08/20	56.93	4054	(0.04)

OKAY
Crawley

April Adjustments

Ronnie Crawley ^{FR} adjusted sewage ^{per or b} \$9.04
11243 \$9.04

Ordinance No. 2020-309

AN ORDINANCE AMENDING CHAPTER 15 OF THE SAVANNA CITY CODE ENTITLED "PUBLIC UTILITIES" BY ADDING A NEW ARTICLE 3 TO CHAPTER 15 TO BE ENTITLED "UTILITY COLLECTION FEE" TO PROVIDE FOR A COLLECTION FEE OF 35% OF THE AMOUNT OF ANY UNPAID BALANCES OR COST IF CONTRACTING WITH A COLLECTION AGENCY FOR THE COLLECTION THEREOF; DECLARING AN EMERGENCY AND SETTING AN EFFECTIVE DATE OF MAY 11, 2020.

WHEREAS, the Oklahoma Legislature by enactment of House Bill 1800, and as approved by the Governor, has authorized authorize the addition of a collection fee in an amount not to exceed thirty-five percent (35%) on Debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality as allowed by 11 O.S. § 22-138.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SAVANNA, OKLAHOMA, that section PUBLIC UTILITIES of the SAVANNA City Code be amended as follows, and that a new article 3 be added to Chapter 15 to be entitled "Utility Collection Fees", to read as follows, with the effective date of the same to be MAY 11, 2020, to-wit:

Section 3 "Utility Collection Fees"

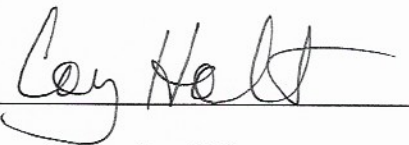
- (A) A collection fee of Thirty-five (35%) of Utility penalties , and fees in cases in which the Consumer has failed to satisfy a monetary obligation imposed by the Municipality shall be added to any such case which is referred to a collection agency for collection.

APPROVED this 11TH day of MAY, 2020.

Since the immediate operation of the provisions of this Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage by the Town Council.

Passed with Emergency Clause ruled upon separately this 11TH day of MAY.

Town of Savanna, OKLAHOMA

By: 
Mayor Coy Holt

Attest:

Katie Gragert

Town Clerk Katie Gragert

Approved:

Pat Layden

Town Attorney Pat Layden

COLLECTION CONTRACT

This agreement is made between Savanna Public Works Authority, (SPWA), and RS2 Solution, LLC., an Oklahoma Limited Liability Company (RS2), for cost control and revenue enhancement of outstanding obligations due SPWA.

RECITALS

1. That SPWA has a need for assistance in cost control and revenue enhancement and related services relating to the Department of Utility of SPWA all in the ordinary course of the Municipalities business.
2. That RS2 is in the business of cost control and revenue enhancing to assist Municipalities.
3. That the parties have entered into an agreement under the following terms and conditions to assist in cost control and revenue enhancement:

TERMS

A. Contract Term and Funding:

1. This contract shall be effective on the contract execution date and shall run for a period of two (2) years with the option by mutual agreement of the parties to renew for two (2) additional one (1) year periods. Said agreement shall automatically renew unless either party shall notify the other in writing 60 days before the renewal date.

B. Placement of Accounts

1. RS2 shall accept accounts placed by SPWA under the terms of this agreement and will use its best efforts to effect cost controls and revenue enhancement to include collection of said accounts utilizing means legal, necessary and proper. SPWA shall provide said accounts in electronic format to conform to the attached example.
2. SPWA shall provide all information needed for collection of accounts through the collective efforts that SPWA has available to it. The necessary information includes all supporting evident to support the proof of the debt upon the request of RS2. SPWA acknowledges that RS2 is relying on this information provided by SPWA as a beginning point in locating the proper debtor in other various databases which RS2 has access too. RS2 agrees that any and all information provided by or through SPWA shall remain confidential in all respects.
3. SPWA shall provide weekly updates of additional cost assessed in a case, including any interest assessed so that RS2 shall maintain a correct balance due as to each debtor's case.
4. RS2 agrees to return to SPWA, at no charge, accounts referred in error. These cases will generally be when the consumer does not have a balance due at the time of assignment. There may be other times when the debtor is determined to have suffered a hardship and a forgiveness or reductions is appropriate and a pro-rata reduction is applied.
5. RS2 shall suspend collection activity and/or return the account at no charge, if requested, when the account becomes involved in litigation. RS2 shall not

represent SPWA in any bankruptcy matter unless authorized to do so on a case by case basis.

C. General Requirements of Agreement:

1. Activity Reports

a. RS2 shall provide account information on cases to SPWA on a real time basis, which shall consist of monies deposited in RS2's Trust Account, account status and account information per the statement and status reports provided by way of the client portal over a secured password protected internet connection.

b. RS2's online client portal will provide real time information providing a preview Trust Statement that shows each payment but will not be finalized until the end of each month.

2. Miscellaneous Conditions

a. It is specifically understood and agreed that such items relative to collection services which are not herein covered may be added to or excluded from this agreement by the parties without voiding in any manner the provisions of the existing agreement. Such additional or deleted coverage shall be furnished by RS2 with such additional consideration as mutually agreed upon, as is necessary to make it legally enforceable.

b. In carrying out any provision of the agreement or in exercising any power or authority granted to RS2 hereby, there shall place no personal liability upon SPWA, except that which is their obligation and that which is assumed by them.

c. Any action of RS2 which is in violation of the terms and conditions set forth which may damage SPWA is to be recoverable from RS2 based upon actual losses incurred due to noncompliance, none delivery, or other unauthorized action by RS2.

d. RS2 shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent regulations; municipal, county, state and federal laws, and assume liability for all applicable taxes.

D. Distribution of Collected Fund

1. RS2 shall deposit all collected funds in a Trust Account that shall be disbursed every two weeks on the first and fifteenth plus three days for check and credit card processing. The disbursement will be accompanied by a Trust Statement detailing the name of the debtor, the account the payment was applied, the date of the payment, the amount of the payment and the pro-rata division of the funds between the parties. SPWA agrees to apply the payment as shown on the Trust Statement, unless notice is provided that it is applied to another case placed with RS2. The disbursement would be made under the following terms showing a distribution as follows:

a. To SPWA, all monies that are collected on the original debt and all additional added debt and collection fees placed with RS2.

b. SPWA shall pay to RS2 25.926% of the collected amount, whether total or partial payments received by RS2 or a direct payment to SPWA. SPWA may pay AE2 monthly and said payment shall represent a disbursement on a pro rata basis of the amount collected during the month. This percentage represents both the partial payment and total payment multiplier which equals the proper distribution allowing SPWA to receive 100% of the original debt plus any additional debt sent for collection and RS2 to receive the collection fee. All funds held by SPWA that represent collection fees to be disbursed to RS2 shall be held in trust.

c. Once an account has been placed with RS2 for collection, all monies paid on that account shall be distributed according to the above distribution as set out, which includes all payments made through RS2, direct to utility clerk or any balance reduction from any source.

d. RS2 further agrees that if a consumer pays within 5 days from the date of assignment to RS2, RS2 shall not receive a collection fee on those payments, except if the payment is caused by direct contact with the debtor

e. Any amounts received by RS2 that is in excess of that which is due and payable are overpayments and shall be returned to the debtor. RS2 shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

f. SPWA agrees that RS2 may offer to the debtor the opportunity to pay by electronic means by echeck or credit card over the phone or online, when receiving payments. The charges associated with the convenience of paying by electronic means are a convenience that, if the debtor uses that procedure, the charge for such processing shall be chargeable to the debtor with notice.

g. SPWA agrees that if a credit card payment taken by RS2 shall be determine to be a fraudulent use of the credit card by the payor and the payment is reversed by the credit card company or payor's bank, SPWA shall reverse the transaction upon notification, return the payment to RS2 and RS2 shall continue the collection process until paid. SPWA shall add any additional fees for the reversal of the transaction plus the collection fee per ordinance.

D. Termination of Contract

a. SPWA may terminate this contract due to neglect as determined by SPWA which shall include, but not necessarily be limited to, failure to provide required periodic statements, failure to provide required standards of service, failure to provide quality and frequency of service, and failure to act consistently with the FDCPA. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes or failure to comply with the terms of this contract.

b. SPWA shall provide sixty (60) calendar days written notice of contract neglect and unless within sixty (60) calendar days such neglect has ceased and arrangements made to correct, SPWA may terminate the contract by giving sixty (60) days' notice in writing by registered or certified mail of its intention to cancel this contract.

c. This agreement may be canceled by SPWA upon sixty (60) day written notice if it is determined, through its records, that collections are outside the industry

norm or that RS2 does not conform to the provisions set out in this agreement.

d. Should SPWA breach any terms or provisions of this agreement, RS2 shall serve written notice on SPWA setting forth the alleged breach and demanding compliance with the agreement. Unless within sixty (60) calendar days after receiving such notice, the allegations shall be contested or such breach shall cease and arrangements made for corrections, RS2 may terminate the agreement by giving sixty (60) days' notice in writing by registered or certified mail of its intention to cancel this contract.

e. In the event of agreement termination, RS2 shall, at its option, either continue or discontinue collection action as of the agreement termination date. If RS2 does discontinue collection efforts, all referrals uncompleted and all monies due but not yet paid over at such time shall be transmitted to SPWA within fifteen (15) days after agreement termination date. RS2 shall apprise SPWA of the current status of each referral being returned. Any monies received by RS2 on behalf of SPWA after the agreement termination date shall be forwarded immediately and shall not be subject to collection fee.

1. All notices shall be mailed under this agreement by certified mail to the attention of the person below :

Savanna Public Works Authority

Savanna, Oklahoma 74357

Attention:

- b. RS2 Solution, LLC.

4143 E 31 Street

Tulsa, Ok 74135

Attention: Robert Shofner

In Witness Whereof, the parties hereto have set their hands on this 11 day of May, 2020.

Kati Seger

Town of Savanna

Coy Held

Signature

RS2 Solution, LLC

Signature Robert Shofner



Town of Savanna

Meeting called to Order by Coy

Roll Call: Coy, Chad, and Robbye Absent: Nathan

Attendances: Police Chief David Spears, Fire Chief Jeff Jones, and City Attorney Pat Layden

1. Motion by Coy to Approve Minutes of March 9, 2020 Council Meeting, 2nd by Chad;
Votes: Coy - Yes Chad – Yes Nathan - Absent
2. Motion by Coy to Approve Current Claims, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan - Absent
3. Financial Report; None - Tabled by Coy
4. Celebrate Savanna Day; Coy said as soon as they state it is safe to gather again get what we can planned/order. Coy told Jeff and David Order Fireworks, Fire Department provide some food and get some music, even if its small we will do what we can and still have a Celebrate Savanna Day. Robbye will go ahead and reserve Grand Stage from the Base. No Action
5. Emergency Plan to Address COVID-19; Fire Chief Jeff Jones stated the fire department has protection gear that the Police can also use (Masks, Hand Sanitizer, Gloves, Etc.). Police Chief David Spears stated the officers have been using Lysol, Gloves and Masks when they must be in contact with someone, they are limiting arrest and general contact with people as much as possible while still stopping and writing tickets to those not following the laws. No Action Needed
6. Police Department Business; David shared Police Finance Statement. No Action
7. Fire Business Department; None
9. New Business; Carrying over from the S.W.P.A Council Meeting: Ordinance No. 2020-309 to provide a Collection Fee of 30% of the amount of unpaid fines or cost for the collection of fines and fees. Motion to Approve Ordinance No. 2020-309 by Coy, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan – Absent
Motion to Approve Passing Ordinance No. 2020-309 as an Emergency to go into effect immediately for the immediate benefit of Town of Savanna made by Coy, 2nd by Chad; Votes: Coy – Yes Chad – Yes Nathan – Absent
8. Public Discussions; None

Motion to Adjourn by Coy, 2nd by Chad; Votes: Coy - Yes Chad – Yes Nathan – Absent.

Town Clerk

Katu Shaget

Council Members

Coy Hold
Chad Gruba
Nathan