

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on Monday, October 1, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report October 2018	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from September 4, 2018, and September 17, 2018 meetings. (Wendy Knight, Secretary) GUSA - 04 Sep 2018 - Minutes - Html GUSA - 17 Sep 2018 - Minutes - Html	4 - 9
2) Discussion and possible action to approve Resolution No. 2018010, a Joint Corporate Resolution of the City of Glenpool and the Glenpool Utility Services Authority authorizing the City of Glenpool ("City") and the Glenpool Utility Services Authority ("GUSA") to enter into a collection agreement with RS2 Solutions, LLC., a subsidiary of Aberdeen Enterprises II, Inc., for the purpose of collecting delinquent utility accounts receivable based on costs assessed by GUSA. (John Gonsalves, Treasurer) Aberdeen - RS2 agreement staff report GlenpoolUtilityServicesAuthority contract 1 Resolution 2018010 RS2 Solutions	10 - 16

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on September 28, 2018 at 4:00 pm.

Signed: Wendy Knight

City Clerk



Public Works Director's Report

October 1st, 2018

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly Discharge Monitoring Report (DMR) to ODEQ.
- 4 sewer backups were reported last month 2 were on the customers side and 2 were on the cities side.
- Received the results from the quarterly bio-monitoring samples we passed.
- The pumps for the Fern Lift station rehab project have come in and the rehab is under way and should be completed by the end of this week.

Water Distribution:

- Meter reading started on September 5th and ended on September 6th.
- Rereads for September were 2.
- There were 9 meters that had no read due to either damaged or blank screens.
- We have started the register change out to radio read on the larger meters that weren't part of the meter change out program there are 157 that need to be changed 20 have been changed with 20 more scheduled to be change within the next 2 weeks.
- 135 Service orders, 22 Blue tags were issued by the water billing department
- 2 new service taps and 6 leaks were repaired
- 130 Line locates were issued by call okie which brings the total for 2018 to 1867
- There were 145 turned off for none payment of which 19 had not paid to be turned back by September 27th and were locked up.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

**Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight**

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Parks and Streets:

- The crews are still mainly mowing and trimming a couple of the guys will stop mowing to take care of any work orders that are called in and once complete go back to mowing and trimming. They will stop and assist on cut off day if needed.
- Street right of ways: 40 acres
- Parks: 115 acres
- Detention ponds: 15 acres
- Misc: 30 acres (Soccer Complex, WWTP, Outfall, Lift Stations etc....)
- Total Acres Mowed: 200 acres
- Except for the detention ponds and a few street right of ways the rest are mowed with 4 zero turn mowers on a weekly basis during growing season.
- The crews also make morning rounds to Black Gold Park to empty trash cans and pick up the park and clean the restrooms.
- The playground equipment in all city parks gets checked weekly for graffiti and for any repairs that may need taken care of.
- On days when the grass is to wet to mow the crews have been going out and trimming the low tree limbs back out of the streets and cleaning out storm drains.

MINUTES
GUSA Meeting
Tuesday, September 4, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Trish Agee
Jacqueline Triplett-Lund

COUNCIL ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Wes Richter

STAFF ABSENT: Susan White

- A Call to Order - Timothy Lee Fox, Chairman**
Chairman Fox called the meeting to order at 7:11 p.m.
- B Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman**
Secretary Knight called the roll and Chairman Fox declared a quorum present.
- C Public Works Director Report - Wes Richter**
Mr. Richter reported on September activities in the public works departments.

[Public Works Report September 2018](#)

D Scheduled Business

- 1) Discussion and possible action to approve minutes from August 6, 2018 meeting.
(Wendy Knight, Secretary)

Moved by Trish Agee, seconded by Momodou Ceesay

That the minutes should be approved as presented.

	For	Against	Abstained	Absent
Momodou	x			
Ceesay				
Trish Agee	x			
Tim Fox	x			
Jacqueline	x			
Triplett-Lund				
	4	0	0	0

CARRIED.

- 2) Discussion and possible action to enter into Executive Session for the purpose of discussing confidential communications between the GUSA Board and the City Attorney concerning a pending investigation with respect to compliance of the parties with the terms and conditions of that certain Agreement of Compromise, Settlement and Release, with an effective date of May 15, 2015, which facilitated dismissal of the federal action captioned Rural Water District No. 2, Creek County, Oklahoma v. City of Glenpool and the Glenpool Utility Services Authority, U.S. District Court for the Northern District of Oklahoma, Case No. 11-CV-441-JHP-FHM, as to which the GUSA Board, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the GUSA Board to process such pending investigation, pursuant to § 307(B)(4) (Open Meeting Act).
(Lowell Peterson, City Attorney)

This item died for lack of a motion.

- 3) Discussion and possible action to reconvene in Regular Session.

(Timothy Fox, Chairman)

This item died for lack of a motion.

E Adjournment

There being no further business, the meeting was adjourned at 7:52 p.m.

MINUTES
GUSA Special Meeting
Monday, September 17, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Bart Harris

A Call to Order - Timothy Lee Fox, Chairman

Chairman Fox called the meeting to order at 7:34 p.m.

B Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman

Secretary Knight called the roll, Chairman Fox declared a quorum present.

C Scheduled Business

- 1) Discussion and possible action to approve Change Order No. 2 for the Speedy's Liftstation Rehab project, changing the base contract to a total amount not to exceed \$920,165.00, and extending the contract completion to June 21, 2019.
(Lynn Burrow, Community Development Director).

Mr. Burrow recommended Board approval of Change Order No. 2 for the Speedy's Liftstation Rehab project, adjusting the base contract amount to a total not to exceed \$920,165.00, and extending the contract completion to June 21, 2019.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Change Order No. 2.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou	x			
Ceesay				
Trish Agee	x			
Brandon Kearns	x			
Jacqueline	x			
Triplett-Lund				
	5	0	0	0

CARRIED.

[GUSA Presentation 09 17 18 Speedy's Lifstation Change Order No. 2 08](#)

- 2) Discussion and possible action to approve the equipment purchase quote for the wastewater treatment plant from USA Bluebook, in an amount not to exceed \$13,060.94, to be paid from FY 2018-2019 budget account 02-6-16-6272.
(Lynn Burrow, Community Development Director)

Mr. Burrow recommended Board approval of the quote to purchase equipment for the wastewater treatment plant from USA Bluebook, in an amount not to exceed \$13,060.94, to be paid from FY 2018-2019 budget account 02-6-16-6272.

Moved by Momodou Ceesay, seconded by Trish Agee

To approve the purchase of the equipment as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou	x			
Ceesay				
Trish Agee	x			
Brandon Kearns	x			
Jacqueline	x			
Triplett-Lund				
	5	0	0	0

CARRIED.

[GUSA Presentation 09 17 18 Air Compressor Replacement](#)

D Adjournment

There being no further business, the meeting was adjourned at 7:48 p.m.



To: To: HONORABLE MAYOR AND CITY COUNCILORS
HONORABLE CHAIRMAN AND GUSA BOARD OF TRUSTEES

From: John Gonsalves, Finance Director

Date: October 01, 2018

Subject: Council Resolution, Designation of Agent for Utility Collection Services

Background:

Title 11 § 22-138 of the Oklahoma Statutes authorizes the governing body of a municipality to enter into a contract with a collection agency for the provision of collection services for debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality, as applicable;

Title 11 § 22-138 further authorizes a governing body that enters into such a contract with a collection agency to authorize the addition of a collection fee in an amount not to exceed thirty-five percent (35%) to be added to the amount a debtor owes to cover the costs of utilizing such collection service on such debts and accounts receivable. A municipality that enters into such contract with a collection agency and authorizes such collection fee thereby authorizes the collection agency to use any lawful means of collecting such debts and accounts receivable, and the collection fee due thereon. Under the statute, the City Council must authorize the use of such a collection service and approve the Agreement.

The City of Glenpool currently has a contract with Aberdeen Enterprizes for the collection of delinquent court cost, however, this contract does not extend to the collection of delinquent utility services. Aberdeen has formed a company strictly for the collection of delinquent utility debts called RS2 Solutions, LLC., RS2 requires no guarantee of a minimum number of referrals, grants indemnity to the city from any liability associated with the collection methods, is reportedly friendly and efficient, and get results.

Staff Recommendation:

Staff recommends that the City Council approved resolution 2018010 authorizing the city to enter into a collection agreement with RS2 Solutions, LLC., for collecting delinquent utility accounts receivable and fees and authorize the City Manager to sign the RS2 Solutions, LLC., collection agreement for the purpose of collection on delinquent utility services and fees.

Attachments:

Proposed Corporate Resolution
Proposed Collection Agreement

12205 S. Yukon, Glenpool, OK 74033 • OFFICE: 918-209-4628 FAX: 918-209-4626
Mayor: Timothy Fox • Vice-Mayor: Momodou Ceesay • Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager: David Tillotson • City Clerk: Wendy Knight
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COLLECTION AGREEMENT

This agreement ("Agreement") is made between and among the City of Glenpool ("City"), the Glenpool Utility Services Authority, (GUSA), and RS2 Solution, LLC., an Oklahoma Limited Liability Company (RS2), for cost control and revenue enhancement of outstanding obligations due GUSA.

RECITALS

1. That GUSA has a need for assistance in cost control and revenue enhancement and related services relating to the Department of Utilities of GUSA all in the ordinary course of GUSA's business.
2. That RS2 is in the business of cost control and revenue enhancing to assist cities.
3. That Title 11 § 22-138 of the Oklahoma Statutes authorizes the governing body of a municipality to enter into a contract with a collection agency for the provision of collection services for debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality.
4. 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 Agreement shall be effective on the 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 of its intention not to renew.

B. Placement of Accounts

1. RS2 shall accept accounts placed by GUSA 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. GUSA shall provide said accounts in electronic format to conform to the attached example.
2. GUSA shall provide all information needed for collection of accounts through the collective efforts that GUSA has available to it. The necessary information includes all supporting evidence to support the debt upon the request of RS2. GUSA acknowledges that RS2 is relying on this information provided by GUSA as a beginning point in locating the proper debtor in other various databases which RS2 has access to. RS2 agrees that any and all information provided by or through GUSA shall remain confidential in all respects.

3. GUSA 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 GUSA, at no charge, accounts referred in error. These cases will generally be when the customer 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 reduction 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 GUSA 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 GUSA 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 the provisions of the Agreement or in exercising any power or authority granted to RS2 hereby, RS2 agrees to hold harmless and indemnify the City and GUSA in the event any person or entity asserts any claim of any kind against the City or GUSA unless such claim is attributable to the negligent or intentional acts of the City or GUSA.
- c. Any action of RS2 which is in violation of the terms and conditions set forth which may damage GUSA 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 tw

o 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. GUSA 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 GUSA, all monies that are collected on the original debt and all additional added debt and collection fees placed with RS2.
- b. GUSA shall pay to RS2 25.926% of the collected amount, whether total or partial payments received by RS2 or a direct payment to GUSA. GUSA may pay RS2 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 GUSA 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 GUSA 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, directly the utility billing department or any balance reduction from any source.
- d. RS2 further agrees that if a defendant 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 are in excess of that which is due and payable shall be deemed 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. GUSA 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.

E. Termination of Agreement

- a. GUSA may terminate this Agreement due to neglect as determined by GUSA 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 Agreement.
- b. GUSA 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, GUSA may terminate the contract by giving sixty (60) days' notice in writing by registered or certified mail of its intention to cancel this Agreement.

c. This Agreement may be canceled by GUSA 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 GUSA breach any terms or provisions of this agreement, RS2 shall serve written notice on GUSA 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 Agreement.

e. In the event of Agreement termination, RS2 shall 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 GUSA within fifteen (15) days after Agreement termination date. RS2 shall apprise GUSA of the current status of each referral being returned. Any monies received by RS2 on behalf of GUSA 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:

a. City of Glenpool Or Glenpool Utility Services Authority
12205 S Yukon Avenue
Glenpool, OK 74033
Attention: Director of Finance

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 _____ day of _____, 20__.

For the City of Glenpool and the Glenpool Utility
Services Authority, as authorized by Resolution No.
2018010 of the City of Glenpool, duly passed and
adopted on the 1st day of October 2018

Signature

RS2 Solution, LLC

Signature Robert Shofner

JOINT CORPORATE RESOLUTION NO. 2018010 OF THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY

AUTHORIZING THE CITY OF GLENPOOL ("CITY") AND THE GLENPOOL UTILITY SERVICES AUTHORITY ("GUSA") TO ENTER INTO A COLLECTION AGREEMENT WITH RS2 SOLUTIONS, LLC., A SUBSIDIARY OF ABERDEEN ENTERPRIZES II, INC., FOR THE PURPOSE OF COLLECTING DELINQUENT UTILITY ACCOUNTS RECEIVABLE BASED ON COSTS ASSESSED BY GUSA

WHEREAS, the Glenpool Utility Service Authority ("GUSA"), an Oklahoma public trust of which the City of Glenpool is the beneficiary, is presently the holder of uncollected utility accounts receivable, including unpaid utility costs, fees and such other sums or charges as may be due from persons not paying such sums and charges or making payment with negotiable instruments that are returned for insufficient funds; and

WHEREAS, Title 11 § 22-138 of the Oklahoma Statutes authorizes the governing body of a municipality to enter into an agreement with a collection agency for the provision of collection services for debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality, as applicable;

WHEREAS, Title 11 § 22-138 further authorizes the governing body that enters into such an agreement with a collection agency to authorize the addition of a collection fee in an amount not to exceed thirty-five percent (35%) to be added to the amount a debtor owes to cover the costs of utilizing such collection service on such debts and accounts receivable; and

WHEREAS, a municipality that enters into such contract with a collection agency and authorizes such collection fee thereby authorizes the collection agency to use any lawful means of collecting such debts and accounts receivable, and the collection fee due thereon; and

WHEREAS, agreements for these purposes require the approval of the City Council; and

WHEREAS, GUSA is the direct beneficiary of such a collection agreement on behalf of the City as its beneficiary.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and by the Glenpool Utility Services Authority:

§ 1. That the City Council hereby authorizes the imposition of a collection fee of up to 35% of the base amount to be added to any accounts receivable arising from utility costs and/or fees assessed due to nonpayment for utility services provided.

§ 2. That the City Council hereby authorizes such collection agency to impose such collection fees to be added to any debts of any description owed to GUSA that are sent to a collection service for collection, as allowed by Title 11 § 22-138 of the Oklahoma Statutes.

§ 3. That the City Council and the GUSA Board of Trustees hereby authorizes the City Manager to execute on behalf of the City and GUSA the collection agreement attached hereto and incorporated by

reference herein and such supporting documents as may be necessary to implement the utilization of RS2 Solutions, LLC., for the collection services described in Sections 1 and 2 of this Resolution.

§ 4. That all ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool, and by the Board of Trustees of the Glenpool Utility Services Authority, this 1st day of October 2018.

Timothy Lee Fox, acting as Mayor of the City and
Chairman of the GUSA Board of Trustees

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney