



## MEETING NOTICE AND AGENDA

Town of Washington Board of Trustees  
Tuesday, March 4, 2025 6pm (or immediately following the Public Works  
Authority Meeting)  
Town of Washington Town Hall 204 N. Main St., Washington, OK 73093

1. **Call to Order** Time \_\_\_\_\_

2. **Roll Call**

Mayor & Trustee Joel Siria \_\_\_\_\_  
Trustee Duane Branham \_\_\_\_\_  
Trustee Tony Brennan \_\_\_\_\_

3. **Pledge of Allegiance, Proclamations, & Presentations**

- A. Pledge of Allegiance
- B. Public Comment (each speaker limited to three minutes)

4. **Consent Agenda**

- A. Approve the Minutes from the Town of Washington Regular Meeting on February 13, 2024.
- B. Approve Expenses Beyond Town Administrator Authority limits.
- C. Approve a resolution authorizing a change in allocated funding originally authorized by resolution 24-8 for the SCADA/Telemetry System.
- D. Approve a resolution amending the FY24-25 budget adding additional funding to the Public Works Authority Utility Expenses – Repairs & Maintenance category.
- E. Approve an ordinance increasing the court costs from \$15 to \$30 and providing for a collection fee of 35% of the amount of any unpaid fines or cost if contracting with a collection agency for the collection thereof.
- F. Approve an ordinance establishing a "Utility Collection Fee" to provide for a collection fee of 35% of the amount of any unpaid fines or cost if contracting with a collection agency for the collection thereof.
- G. Approve and authorize the Town Administrator to execute an agreement with Aberdeen Enterprises & RS2 Solutions to collect delinquent utility and court related payments.

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

5. **Action Items**

- A. Consideration and possible approval, denial, postponement, or other action regarding an ordinance adopting an employee retirement system, defined contribution plan, and providing retirement benefits.

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

- B. Consideration and possible approval, denial, postponement, or other action regarding a joint resolution of the Town of Washington, Oklahoma and of the Washington Public Works authority extending the administrative freeze on all residential and commercial developments and zonings; allowing for preliminary plats upon the execution of a disclaimer; providing for the duration of said freeze; providing for circumstances to which the freeze will not apply.

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

- C. Consideration and possible approval, denial, postponement, or other action regarding an ordinance repealing Ordinance #2024-10.1 effectively re-establishing a three-member board.

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

- D. Consideration and possible approval, denial, postponement, or other action regarding a request to be heard by Jeff Holland.

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

- E. New Business (if any)

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

6. **Financial Reports**

The regular monthly financial reports for all funds are provided to Trustees for their review and information. (Presented by Town Administrator Mica A. Lunt)

This item is for informational-purposes only.

7. **Town Administrator, Staff, and Trustee Reports**

The Town Administrator, Staff, and Trustees will provide updates regarding recent and upcoming events and projects, including events of interest and the general operations of the Town. No action will be taken.

Fire Department Report presented by Chief Billy Simpson  
Police & Code Enforcement Report presented by Chief Ruben Ruiz  
Town Clerk's Report presented by Town Clerk Kasey Leshner  
Administration Report presented by Town Administrator Mica Lunt

8. **Executive Session**

- A. Board of Trustees may consider retiring into Executive session for the purpose of:

Consideration and discussion of personnel matters including the duties of the Town Administrator, in accordance with 25 O.S. Section 307(B)(1).

B. Board of Trustees may consider and take any action deemed appropriate as a result of the Executive Session.

Motion \_\_\_\_\_ Second \_\_\_\_\_

Votes: Siria \_\_\_\_\_; Branham \_\_\_\_\_; Brennan \_\_\_\_\_

9. **Adjournment** Time \_\_\_\_\_

This agenda was filed in the office of the Town Clerk and posted at \_\_\_\_\_, on the Town's website and in the lobby of the Town of Washington Town Hall, 204 N Main St., Washington, Oklahoma 73093, by Mica Lunt, Town Administrator.

\_\_\_\_\_  
Town Administrator



## MINUTES

**Town of Washington Board of Trustees**  
**Thursday, February 13, 2025 6pm (or immediately following the Public**  
**Works Authority Meeting)**  
**Town of Washington Town Hall 204 N. Main St., Washington, OK 73093**

1. **Call to Order** Mayor Siria called the meeting to order at 1824 hours.

2. **Roll Call**

Mayor & Trustee Joel Siria, Trustee Duane Branham, and Trustee Tony Brennan were all present.

3. **Pledge of Allegiance, Proclamations, & Presentations**

- A. Pledge of Allegiance
- B. Public Comment (each speaker limited to three minutes). There were no comments from the public.

4. **Consent Agenda**

- A. Approve the Minutes from the Town of Washington Regular Meeting on January 12, 2024.
- B. Approve an ORWA Delegate and Nomination Form
- C. Approve a resolution accepting a REAP grant Award of \$45,000 for the Senior Citizens Center
- D. Approve an Ordinance amending Chapter 1, Article 3, Section 1-44 Municipal and Regional Planning Commission, Local Capital Improvements Planning Committee
- E. Approve an Ordinance amending Chapter 1, Article 3, Section 1-45 Zoning Board of Adjustment; Floodplain Variance Appeals Board
- F. Approve an Ordinance amending Chapter 13 adding Section 13-23 Health and Public Welfare providing for regulations related to smoking, tobacco, and vapor use
- G. Approve an Ordinance amending Chapter 1, Article 13, adding Section 13-24 Youth Access to Tobacco"
- H. Approve a resolution adopting by reference the Trust Indenture titled "Oklahoma Municipal Retirement Fund"
- I. Approve a resolution for a request for an extension by Washington Public Schools regarding fire suppression solutions.

A motion was made by Branham and seconded by Brennan to approve the consent agenda. The motion passed unanimously.

5. **Action Items**

- A. Consideration and possible approval, denial, postponement, or other action regarding an Ordinance amending Chapter 1, Article 3, Sections 1-31 through 1-48 Officers, Employees, Boards and Commissions and amending Article 4, Section 1-70 Purchasing and Sales Procedures that authorizes the Town Administrator to approve certain purchases.

A motion was made by Branham and seconded by Brennan to approve this agenda item. The motion passed unanimously.

- B. Consideration and possible approval, denial, postponement, or other action regarding feedback to the Washington Volunteer Fire Department for their Annual Independence Day Celebration dates and planning committee members.

A motion was made by Branham and seconded by Brennan to recommend June 28 and the formation of a committee. The motion passed unanimously.

- C. Consideration and possible approval, denial, postponement, or other action regarding an ordinance adopting an employee retirement system, defined contribution plan, and providing retirement benefits.

A motion was made by Siria and seconded by Brennan to table this until the next meeting. The motion passed unanimously.

- D. Consideration and possible approval, denial, postponement, or other action regarding a permanent change to the Town's operating hours from 7a-5:30p to 7:30a-5:30p.

A motion was made by Branham and seconded by Brennan to approve this resolution. The motion passed unanimously.

- E. Consideration and possible approval, denial, postponement, or other action regarding the adoption of the Best Practices Handbook for the Town of Washington Board of Trustees and the Washington Public Works Authority Trustees.

A motion was made by Branham and seconded by Brennan to approve this agenda item. The motion passed unanimously.

- F. Consideration and possible approval, denial, postponement, or other action regarding the rehabilitation of Memorial Park.

A motion was made by Branham and seconded by Brennan to approve this resolution. The motion passed unanimously.

## **6. Financial Reports**

The regular monthly financial reports for all funds are provided to Trustees for their review and information. (Presented by Town Administrator Mica A. Lunt)

Town Administrator Mica Lunt went over the Town's financial assets and budget report. He also reminded the board and citizens that budget reports and videos explaining the Town's financial status are posted monthly on the Town's website under the Government tab.

## **7. Town Administrator, Staff, and Trustee Reports**

The Town Administrator, Staff, and Trustees will provide updates regarding recent and upcoming events and projects, including events of interest and the general operations of the Town. No action will be taken.

Fire Department Report presented by Chief Billy Simpson

- ISO Audits the fire protection services of the department including water capacity, structures and fire suppression systems. As of May 1, 2025 everyone within five road miles of WVFD will move to an ISO rating of 4, up from a 5. An improvement of one point can result in insurance savings. ISO also considers training of personnel and equipment issued.
- Regarding goals for 2025, WVFD will be applying for grants to get an entirely new apparatus, an SCBA filler. Chief and Assistant Chief will also be meeting with ISO representatives to determine what improvements can be made.

Police & Code Enforcement Report presented by Chief Ruben Ruiz

- Chief Ruiz presented the monthly activity report and explained the time and resources that go into code enforcement investigations. Targeted enforcement will be moving to Zone 2.
- WPD has ordered ballistic vests, received body worn cameras and is completing grant paperwork to get reimbursed for the cameras. Chief Ruiz is also applying for grants through NRA for the gun range.
- Chief Ruiz is submitting a grant to the Firehouse Subs for a vehicle, and is making progress on getting vehicles marked.

Town Clerk's Report presented by Town Clerk Kasey Leshner. Town Administrator Mica Lunt presented this report due to Ms. Leshner being absent.

- Our new radio meters continue to help several customers find and address leaks that they were unaware of.
- Installation and training for our new utility billing, court, and cemetery software is underway. New utility bills are expected to be published by April.

Administration Report presented by Town Administrator Mica Lunt

- Public Works in partnership with Wee Construction will be repairing a leaking fire hydrant near Oakland and Moody on Monday, February 17, 2025. Water will be off to the entire Town for 3-4 hours, but it will take time for pressure to rebuild in the system. Notifications have been posted in utility bills, Facebook, and through the subscription-based alerts system and on the website.
- We have updated our overall plan and strategy regarding solving our water crisis, which includes two primary challenges: 1) too little source water and 2) too little pressure. Source water from our wells is being attacked in a two-phased approach including rehabbing our existing wells first, and we are then working to drill new wells next to our existing well houses to utilize the existing infrastructure. It is our hope that the new wells will have tremendously more production capability. Pressure is being attacked by exploring options to install a new water tank with at least three times the capacity of our current tank.
- Our codes and ordinances are in the final stages of editing and should be published on our website soon.
- We have applied for multiple grants/funding over the past month including:
  - Lowe's Foundation grant for the rehabilitation of Memorial Park
  - Recreational Trails Program for a small walking/running trail around a portion of the ballfields
  - TSET for the rehabilitation of Memorial Park
  - Federal funding from Representative Cole's office for water infrastructure improvements
- Our external, financial procedures audit for the FY22-23 has been completed. We are currently seeking a firm to complete our FY 23-34 audit.

- The forensic audit of the Town of Washington being conducted by the State Auditor's Office is in progress, but there is no timeframe for when we may hear of an update or progress.
- Delta Community Action's Board approved the Help to Others (H2O) program for the Town of Washington. Executive Director Karen Nicols and I are working to get the program started.
- We have received excellent reviews from those who have purchased Town of Washington SWAG, and we have more to sell!

Trustee Branham advised that he would be finishing out his term but was not running for a second term for family reasons.

Mayor Siria advised that James Andrews has submitted his nomination for Branham's seat.

## 8. **Executive Session**

A. Board of Trustees may consider retiring into Executive session for the purpose of:

Consideration and discussion of personnel matters including the duties of the Town Administrator, in accordance with 25 O.S. Section 307(B)(1).

Consideration and discussion of personnel matters including the employment, discipline, duties, discharge, and/or promotion of the Civil Defense Director, in accordance with 25 O.S. Section 307(B)(1).

A motion was made by Branham and seconded by Brennan to enter into executive session at 1920 hours. The motion passed unanimously.

A motion was made by Branham and seconded by Brennan to return to regular session at 2018 hours. The motion passed unanimously.

B. Board of Trustees may consider and take any action deemed appropriate as a result of the Executive Session.

A motion was made by Branham and seconded by Brennan to have the Civil Defense Director report directly to the Town Administrator, who will clarify roles and responsibilities, and provide direction. The motion passed unanimously.

## 9. **Adjournment** Mayor Siria adjourned the meeting at 2019 hours.



# Board of Trustees Agenda Item Summary

**Meeting Date:** Tuesday, March 4, 2025

**Submitted by:** Mica A. Lunt, Town Administrator

**AGENDA ITEM TYPE:**

☒ Consent

☐ Discussion & Possible Action

☐ Discussion Only

☐ Public Hearing

## Agenda Item Title

Approval of Expenses Beyond Town Administrator Authority

Attachments (if any; file names shall correspond to the attachment)

- Wee Construction Invoice 4002 - \$6,700.00 for the fire hydrant repair near Moody & Oakland

## Summary

The above listed attachments were approved as emergency expenses and fall outside of the Town Administrator's authority for sole approval purposes. In each case, the Board was notified of the expense as required, and this agenda item seeks your formal approval of these expenses.

## Recommendation

Staff recommends approval.



Wee Construction

P.O. Box 263  
Washington, OK 73093

# Invoice

Date	Invoice #
2/21/2025	4002

<b>Bill To</b>
Town of Washington 204 N Main Ave Washington, OK 73093

Item	Description	Qty	Amount
1.	Moody St & Oakland Ave  Wee Construction provided labor, equipment and materials to install new fire hydrant	1	6,700.00
			</



## Resolution \_\_\_\_ - \_\_\_\_

**A RESOLUTION BY THE TOWN OF WASHINGTON, OKLAHOMA, AUTHORIZING A CHANGE IN ALLOCATED FUNDING ORIGINALLY AUTHORIZED BY RESOLUTION 24-8; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.**

**Whereas,** Town of Washington Resolution 24-8 authorized the procurement of services and equipment for several water and wastewater improvements; and,

**Whereas,** one such expenditure that was authorized was \$49,880 for a SCADA system/telemetry for our wells, water tower, and lift station; and,

**Whereas,** the original company that provided the quote for \$49,880 was unable to perform requiring the selection of a new vendor: NOW,

**THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON, STATE OF OKLAHOMA:**

**Section 1. Authorization of New Expenditure and Payment.** Digital Six Laboratories was selected as the new vendor to install a telemetry system, and the total cost to the Town of Washington is now \$71,100. The Town Administrator shall be authorized to remit payment for services and equipment for the telemetry system in an amount not to exceed \$71,100.

**Section 2. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid, unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution, except, that the effective date provision shall not be severable from the operative provisions of this Resolution.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF WASHINGTON**

\_\_\_\_\_  
Joel Siria, Mayor

**ATTEST:**

\_\_\_\_\_  
Kasey Leshner, City Clerk

**TOWN OF WASHINGTON RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF WASHINGTON APPROVING AN AMENDMENT TO THE MUNICIPAL BUDGET FOR FISCAL YEAR 2024-2025 FOR PURPOSES OF ADDING REALLOCATING FUNDING AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Washington has invested heavily in water and wastewater system improvements, as reflected in the expense category of PWA Utility Expenses – Repairs & Maintenance, made possible by previously budgeted funds and grant revenue;

**WHEREAS**, additional, unplanned repairs and maintenance costs associated with the PWA Utility Expenses – Repairs and Maintenance category have been necessary resulting in a budget shortfall in this category.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON:**

The Trustees of the Washington Board of Trustees do hereby adopt and approve the amendment to the FY 2024-2025 Budget on this 4<sup>th</sup> day of March 2025, which is reflected by adding \$50,000 to the PWA Utility Expenses – Repairs & Maintenance category from projected reserves. This Resolution shall become effective on January 14, 2025.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY 2025.

**TOWN OF WASHINGTON**

By: \_\_\_\_\_

Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk/Secretary  
(SEAL)

\_\_\_\_\_  
Municipal Attorney

Ordinance No. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 11 OF THE WASHINGTON TOWN CODE ENTITLED "MUNICIPAL COURT" BY AMENDING ARTICLE 2 (ORGANIZATION AND PROCEDURE), SECTION 33 (BOND SCHEDULE) BY INCREASING THE COURT COST FROM \$15.00 TO \$30.00, AND ADDING A NEW ARTICLE 11-34 TO Chapter 11 TO BE ENTITLED "COLLECTION FEE" TO PROVIDE FOR A COLLECTION FEE OF 35% OF THE AMOUNT OF ANY UNPAID FINES OR COST IF CONTRACTING WITH A COLLECTION AGENCY FOR THE COLLECTION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND DECLARING AN EMERGENCY.**

WHEREAS, the Oklahoma Legislature by enactment of House Bill 1800, and as approved by the Governor, has authorized an increase from \$15.00 to \$30.00 for Court cost of Municipal courts not of record; and, WHEREAS, the legislature further authorized the governing bodies of municipalities to impose a thirty-five (35%) COLLECTION FEE TO BE ADDED TO Court penalties, cost, fines and fees in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation ordered by the Court if the governing body enters into a contract with a collection agency for the collection of the same; and,

WHEREAS, it is the desire of the Washington Board of Trustees to approve an increase in the amount of Court costs and to impose a collection fee if the city enters into a contract for the collection of the funds due the Court as authorized by the Legislature and to be effective immediately upon passage.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON, OKLAHOMA:**

**SECTION I: AMENDMENTS.**

- i. **That Chapter 11, Article 2, Section 33 of the Town Cod shall be amended to reflect the following:**

The Clerk of the Court shall tax the defendant in a sum not exceeding thirty dollars (\$30.00) plus the fees and mileage of jurors and witnesses, all of which the defendant shall pay, in addition to any fine or administrative fees that may be imposed, and in addition to any State mandated fees or costs. No Court cost will be assessed for parking or seat belt violations.

- ii. **That Chapter 11, Article 2, shall be amended to reflect the addition of Section 11-34, which shall hereafter read in its entirety as follows:**

**Section 11-34.                      Collection Fee.**

A collection fee of Thirty-Five Percent (35%) of Court penalties, cost fines, and fees in cases in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation imposed by the Court shall be added to any such case which is referred to a collection agency for collection.

**SECTION II: SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of these Ordinances are, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of these Ordinances.

**SECTION III: REPEALER.**

All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION IV: EMERGENCY.**

**WHEREAS**, it being immediately necessary for the preservation of the peace, health, welfare and safety of the Town of Washington, Oklahoma and the inhabitants thereof that the provisions of these Ordinances be put into full force and effect, an emergency is hereby declared to exist by virtue hereof; these Ordinances shall be in full force and effect from and after their approval, passage and publication.

**ADOPTED AND PASSED** by the Board of Trustees of the Town of Washington, Oklahoma, on the 4th day of March 2025.

**SIGNED** by the Mayor of the Town of Washington on the 4th day of March 2025.

\_\_\_\_\_  
Joel Siria, Mayor

ATTEST:

\_\_\_\_\_  
Kasey Leshner, City Clerk

Approved as to form this 4th day of March 2025.

\_\_\_\_\_  
Municipal Attorney

Ordinance No. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 16 OF THE WASHINGTON TOWN CODE ENTITLED "PUBLIC FACILITIES AND UTILITIES" BY AMENDING ARTICLE 1 AND ADDING A NEW SECTION 16-4 TO CHAPTER 16 ARTICLE 1 TO BE ENTITLED "UTILITY COLLECTION FEE" TO PROVIDE FOR A COLLECTION FEE OF 35% OF THE AMOUNT OF ANY UNPAID FINES OR COST IF CONTRACTING WITH A COLLECTION AGENCY FOR THE COLLECTION THEREOF; ; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND DECLARING AN EMERGENCY.**

WHEREAS, the Oklahoma Legislature by enactment of House Bill 1800, and as approved by the Governor, has authorized the addition of a collection fee in the amount not to exceed Thirty-Five Percent (35%) on debts and account receivables 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 CITY COUNCIL OF THE TOWN OF WASHINGTON, OKLAHOMA:**

That Chapter 16 of the Washington Town Code be amended as follows, to add to Chapter 16 a new Section, numbered as 16-4, and entitled "Utility Collection Fees", which shall hereafter read in its entirety as follows:

**SECTION I: AMENDMENTS.**

**Section 16-10.           Utility Collection fees.**

A collection fee of Thirty-five (35%) of Utility penalties, 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.

**SECTION II: SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of these Ordinances are, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of these Ordinances.

**SECTION III: REPEALER.**

All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION IV: EMERGENCY.**

WHEREAS, it being immediately necessary for the preservation of the peace, health, welfare and safety of the Town of Washington, Oklahoma and the inhabitants thereof that the provisions of these Ordinances be put into full force and effect, an emergency is hereby declared to exist by virtue hereof; these Ordinances shall be in full force and effect from and after their approval, passage and publication.

**ADOPTED AND PASSED** by the Board of Trustees of the Town of Washington, Oklahoma, on the 4th day of March 2025.

**SIGNED** by the Mayor of the Town of Washington on the 4th day of March 2025.

---

Joel Siria, Mayor

ATTEST:

---

Kasey Leshner, City Clerk

Approved as to form this 4th day of March 2025.

---

Municipal Attorney



# Board of Trustees Agenda Item Summary

**Meeting Date:** Tuesday, March 4, 2025

**Submitted by:** Kasey Leshner, Town Clerk

**AGENDA ITEM TYPE:**

☒ Consent

☐ Discussion & Possible Action

☐ Discussion Only

☐ Public Hearing

## Agenda Item Title

Approve and authorize the Town Administrator to execute an agreement with Aberdeen Enterprises & RS2 Solutions to collect delinquent utility and court related payments.

Attachments (if any; file names shall correspond to the attachment)

- Agreements

## Summary

The attached agreements show the terms and conditions for the Town of Washington to agree to in order to leverage the services of Aberdeen Enterprises and RS2 Solutions to collect delinquent utility and court related payments. These services do not cost the Town of Washington any money; additional fees are leveraged by the vendor through their collection process as allowed by state law. Entering into these agreements will allow the Town of Washington to recuperate delinquent payments rather than write them off.

## Recommendation

Staff recommends approval.



## COLLECTION CONTRACT

This agreement is made between The Town of Washington, (Washington), and Aberdeen Enterprizes II, Inc., an Oklahoma Corporation (Aberdeen), for cost administration and revenue enhancement of outstanding obligations due The Town of Washington.

### RECITALS

1. Washington has a need for assistance in cost administration, debt collection, and revenue enhancement and related services relating to monetary obligations due Washington all in the ordinary course of the City's business.
2. That Aberdeen is in the business of cost administration and revenue enhancing to assist cities.
3. That the parties have entered into an agreement under the following terms and conditions to assist in cost administration and revenue enhancement:

### TERMS

#### A. Contract Term and Funding:

1. This contract shall be effective on the contract execution date and shall be effective until June 30, 2025, with the option by mutual agreement of the parties to renew for three (3) one (1) year periods. Said agreement shall automatically renew for an additional one (1) year period unless either party shall notify the other in writing 60 days before the renewal date that this contract shall not be renewed.

#### B. Placement of Accounts

1. Aberdeen shall accept accounts placed by Washington under the terms of this agreement and will use its best efforts to effect cost administration and revenue enhancement to include collection of said accounts utilizing means legal, necessary and proper. Washington shall provide said accounts in an electronic format as provided by the Sutterfield E Court System or other acceptable formats to Aberdeen.
2. Washington shall provide information it has for collection of accounts through the collective efforts of the Washington Police Department and Court Clerk's Office. Washington acknowledges that Aberdeen is relying on the information provided by Washington and from various databases which Aberdeen has access to. Aberdeen agrees that any and all information provided by or through Washington shall remain confidential in all respects.
3. Washington shall provide weekly updates of additional costs assessed in a case and/or credit for time served to be credited to the Defendant.
4. Aberdeen agrees to return to Washington, at no charge, accounts referred in error.
5. Aberdeen shall suspend collection activity and/or return the account at no charge, if requested, when the account becomes involved in litigation or the defendant files bankruptcy. Aberdeen shall not represent Washington in any bankruptcy matter unless authorized to do so on a case-by-case basis.

B. General Requirements of Agreement:

1. Collection Activity Report

- a. Aberdeen shall provide account information on cases to Washington on a real time basis, such as account status and account information per the statement and status reports provided by way of the client portal over a secured internet connection.

2. Termination of Contract

- a. Washington may terminate this contract at its discretion.
- b. Washington shall provide sixty (60) calendar days written notice termination by registered or certified mail of its intentions to cancel this contract.
- c. This agreement may be canceled by Washington upon 30 day written notice if it is determined, through its records, that collections are outside the industry norm or that Aberdeen does not conform to the provisions set out in this agreement.
- d. Aberdeen may terminate the agreement by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel this contract.
- e. In the event of agreement termination, Aberdeen shall, at its option, either continue or discontinue collection action as of the agreement termination date. If Aberdeen does discontinue collection efforts, all referrals uncompleted and all monies due but not yet paid over at such time shall be transmitted to Washington within fifteen (15) days after the agreement termination date. Aberdeen shall apprise Washington of the current status of each referral being returned. Any monies received by Aberdeen on behalf of Washington after the agreement termination date shall be forwarded immediately and shall not be subject to collection fee.

3. 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 Aberdeen 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 Aberdeen hereby, there shall be no personal liability upon Washington, except that which is their obligation and that which is assumed by them. Aberdeen agrees to indemnify and hold harmless the Town of Washington from any claim arising from Aberdeen's collection efforts.
- c. Any action of Aberdeen which is in violation of the terms and conditions set forth which may damage Washington is to be recoverable from Aberdeen based upon actual losses incurred due to noncompliance, non-delivery, or other unauthorized action by Aberdeen.
- d. Aberdeen 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.

### C. Distribution of Collected Fund

1. Aberdeen 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 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. The disbursement would be made under the following terms showing a distribution as follows:

a. To Washington, all monies that are collected on the original fines, cost and administrative fee placed with Aberdeen.

b. Washington shall pay to Aberdeen 25.926% (35/135) of the collected amount, whether a total or partial payments is received by Aberdeen. Washington shall pay monthly and said payment as stated above 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 Washington to receive 100% of the original fees sent for collection and Aberdeen to receive the admin fee.

c. Once an account has been placed with Aberdeen 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 Aberdeen, or any balance reduction from any source, except credit for time served.

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

e. Washington agrees that Aberdeen 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.

f. Washington agrees that if a credit card payment taken by ABERDEEN shall be determined 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, Washington shall reverse the transaction upon notification, return the payment to ABERDEEN and ABERDEEN shall continue the collection process until paid. Washington shall add any additional fees for the reversal of the transaction to the collection fee due to ABERDEEN.

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

a. The Town of Washington  
204 North Main ST  
Washington, OK, 73093  
Attention: Kasey Leshner

b. Aberdeen Enterprizes II, Inc.  
4143 E 31 Street  
Tulsa, Ok 74135  
Attention: Rob Shofner

In Witness Whereof, the parties hereto have set their hands on this \_\_\_\_ day of \_\_\_\_, 2025.

\_\_\_\_\_  
Town of Washington

\_\_\_\_\_  
Signature

Aberdeen Enterprizes, II, Inc.

\_\_\_\_\_  
Signature  
Rob Shofner  
Director of Operations

## **COLLECTION CONTRACT**

This agreement is made between the **Washington Public Works Authority**, ("WPWA"), a public trust with its beneficiary being the Town of Washington , Oklahoma, and **RS2 Solution, LLC.**, an Oklahoma Limited Liability Company ("RS2"), for cost control and revenue enhancement of outstanding obligations due Washington Public Works Authority.

### **RECITALS**

1. That WPWA has a need for assistance in cost control, debt collection and revenue enhancement and related services relating to the provision of Utilities all in the ordinary course of WPWA's business.
2. That RS2 is in the business of cost control and revenue enhancing to assist municipalities and public trusts.
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 upon the execution hereof by both WPWA and RS2, and shall be effective until June 30, 2025, with the option by mutual agreement of the parties to renew for three (3) additional one (1) year periods. Said agreement shall automatically renew for an additional one (1) year period unless either party shall notify the other in writing at least 60 days before the renewal date that this contract will not be renewed.

#### **B. Placement of Accounts**

1. RS2 shall accept accounts placed by WPWA 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. WPWA shall provide said accounts in such format as agreed between the parties.
2. WPWA shall provide all information it has for collection of accounts that it may legally disclose. The necessary information includes all supporting evidence to support the proof of the debt upon the request of RS2. WPWA acknowledges that RS2 is relying on this information provided by WPWA as a beginning point in locating the proper debtor in other various databases to which RS2 has access. RS2 agrees that any and all information provided by or through WPWA shall remain confidential in all respects.
3. WPWA shall provide weekly updates of additional costs 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 WPWA, at no charge, accounts referred in error. These cases will generally be when the defendant 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 as approved by WPWA

5. RS2 shall suspend collection activity and/or return the account at no charge, if requested, when the account becomes involved in litigation or the debtor files bankruptcy. RS2 shall not represent WPWA 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 WPWA 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 WPWA except that which is their legal obligation and that which is assumed by them.

c. Any action of RS2 which is in violation of the terms and conditions set forth herein which may damage WPWA shall be recoverable from RS2 based upon actual losses incurred due to noncompliance, non-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.

e. RS2 shall comply with all local, state and federal laws, rules and regulations relating to the collection of debts, including the Fair Debt Collection Practices Act (FDCPA), and RS2 shall indemnify and hold WPWA harmless for any claims or lawsuits brought against WPWA for RS2's violation of local, state or federal regulations or laws if based in any way on RS2's debt collections activities.

D. Distribution of Collected Funds

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

b. WPWA shall pay to RS2 25.926% of the collected amount, whether total or partial payments received by RS2 or a direct payment to WPWA. WPWA 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 WPWA to receive 100% of the original debt plus any additional debt sent for collection and RS2 is to receive the collection fee. The collection fee shall be in addition to the debt collected on behalf of WPWA and shall be an additional amount paid by the debtor. All funds held by WPWA that represent collection fees to be disbursed to RS2 shall be held in trust. WPWA is not responsible for payment of the collection fees to RS2 unless WPWA receives the collection fee directly from a debtor in addition to the total amount of the debt due to WPWA.

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 to WPWA or any balance reduction from any source, unless this agreement is terminated.

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 by RS2 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. WPWA agrees that RS2 may offer to the debtor the opportunity to pay by electronic means by e-check 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. WPWA agrees that if a credit card payment taken by RS2 shall be determined 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, WPWA shall reverse the transaction upon notification, return the payment to RS2 and RS2 shall continue the collection process until paid.

#### D. Termination of Contract

a. WPWA may terminate this contract due to neglect as determined solely by WPWA 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. WPWA 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, WPWA 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 WPWA 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 provide sufficient debt-collection services under this agreement, or for any other reason deemed sufficient by WPWA.

d. Should WPWA or RS2 breach any terms or provisions of this agreement, RS2 or WPWA shall serve written notice on the other party, 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 is cured to the satisfaction of the other party, the non-breaching party 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 up to 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 WPWA within fifteen (15) days after agreement termination date. RS2 shall apprise WPWA of the current status of each referral being returned. Any monies received by RS2 on behalf of WPWA after the agreement termination date shall be forwarded to WPWA immediately and shall not be subject to collection fee.

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

Washington Public Works Authority  
204 North Main Street  
Washington, OK 73093  
Attention: Kasey

1

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 \_\_\_\_\_, 2025.

Washington Public Works Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

---

RS2 Solution, LLC

\_\_\_\_\_  
Signature

Robert Shofner

President/Manager

Date: \_\_\_\_\_

**TOWN OF WASHINGTON RESOLUTION NO 25-\_\_\_\_\_**

**WASHINGTON PUBLIC WORKS AUTHORITY RESOLUTION NO 25-\_\_\_\_\_**

**A JOINT RESOLUTION OF THE TOWN OF WASHINGTON, OKLAHOMA AND OF THE WASHINGTON PUBLIC WORKS AUTHORITY EXTENDING ADMINISTRATIVE FREEZE ON ALL RESIDENTIAL AND COMMERCIAL DEVELOPMENTS AND ZONINGS; ALLOWING FOR PRELIMINARY PLATS UPON THE EXECUTION OF A DISCLAIMER; PROVIDING FOR THE DURATION OF SAID FREEZE; PROVIDING FOR CIRCUMSTANCES TO WHICH THE FREEZE WILL NOT APPLY; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY AND EFFECTIVE DATE.**

**WHEREAS**, the Town of Washington is a governmental entity established under Title 11 of the Oklahoma Statutes; and

**WHEREAS**, the Town of Washington has an obligation to provide necessary services to all lots platted within corporate municipal limits; and

**WHEREAS**, in or about September 2024 the Town of Washington Board of Trustees and Washington Public Works Authority determined that Washington did not have the capacity to provide necessary and lawful services, specifically water, sewer, and electrical service, to new and/or additional residential or commercial developments or inhabited structures; and

**WHEREAS**, while affirmative steps to address and rectify the conditions which resulted in this action have been undertaken, the circumstances still remain sufficient to necessitate an extension of the administrative freeze on all on new final plats, zonings, and developments, both commercial and residential, until such time as capacity has been increased or until such time as a plan of improvements has been approved for increased capacity of services;

**WHEREAS**, the Town of Washington Public Works Authority has the authority to adopt this resolution pursuant to the provisions of that trust creating the Washington Public Works Authority;

**WHEREAS**, the Town of Washington Board of Trustees has the authority to adopt this resolution pursuant to the ordinances of the Town of Washington.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON AND BY THE WASHINGTON PUBLIC WORKS AUTHORITY, STATE OF OKLAHOMA:**

**Section 1.** Based on the above stated facts, the previous administrative freeze and suspension placed upon the filing and processing of all final plats and/or final approval of new or additional residential and commercial development in or about September 2025 is hereby extended for an additional six (6) months from the date of this Resolution.

**Section 2.** Notwithstanding, preliminary platting may proceed if at the time of filing a preliminary plat the developer executes a disclaimer acknowledging the existence of this freeze and further agreeing that approving the preliminary plat creates no legal obligation on the party of the Town of Washington; and

**Section 3.** Said six (6) month period may be extended by the Board of Trustees and the Public Works Authority until such time as it is determined services can be provided to new and/or additional developments and improvements; and

**Section 4.** Further, that the matters contained herein do pertain to the public health, peace, safety, and welfare of the citizens of the Town of Washington whereby an emergency is declared to exist making this Resolution effective immediately from and after its passage and publication as required by law.

**Section 5.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid, unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution, except, that the effective date provision shall not be severable from the operative provisions of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_.

**TOWN OF WASHINGTON**

By: \_\_\_\_\_  
Mayor Date

**WASHINGTON PUBLIC WORKS AUTHORITY**

By: \_\_\_\_\_  
Chairman Date

ATTEST:

\_\_\_\_\_  
Clerk/Secretary  
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Municipal Attorney Date

**TOWN OF WASHINGTON  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF WASHINGTON, OKLAHOMA. REPEALING  
ORDINANCE NUMBER 24-10.1 OF SAID TOWN; PROVIDING AN EFFECTIVE DATE;  
AND DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Town Board of Trustees of the Town of Washington, Oklahoma:

**SECTION I. REPEALER**

Ordinance Number 24-10.1 (adopted October 1, 2024), is hereby repealed.

**SECTION II.** As a result of the repeal as stated in Section I herein, Article 2, Section 1-10,  
Subsection 1 of the Washington Town Code shall read in its entirety as follows, to-wit:

1. The Town Board of Trustees shall consist, and be composed of three (3) Trustees. Each Trustee shall be nominated and elected at large after August, 1988, according to current state law, without regard to their place of residence within the corporate limits of the Town of Washington, Oklahoma. Trustees shall be actual residents and registered voters of the Town of Washington, Oklahoma.

**SECTION IV: EMERGENCY AND EFFECTIVE DATE.**

**WHEREAS**, it being immediately necessary for the preservation of the peace, health, welfare and safety of the Town of Washington, Oklahoma and the inhabitants thereof that the provisions of these Ordinances be put into full force and effect, an emergency is hereby declared to exist by virtue hereof; these Ordinances shall be in full force and effect from and after their approval, passage and publication.

**ADOPTED AND PASSED** by the Board of Trustees of the Town of Washington, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_ 2025.

**SIGNED** by the Mayor of the Town of Washington on the \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Joel Siria, Mayor

ATTEST:

\_\_\_\_\_  
Kasey Leshner, Town Clerk

Approved as to form this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Christopher C. Lind, Municipal Attorney