

# TOWN OF MILLS WORK SESSION

#### **AGENDA**

### January 10th, 2018 3:00PM

**Mayor: Seth Coleman** 



Councilman Ives
Councilman McCarthy
Councilman Pyatt
Councilman Wales
Attorney Pat Holscher

Town Clerk- Christine Trumbull
Police Chief - Bryon Preciado
Fire Chief- Dan Beall

Water Treatment Plant Dale Smith
Town Planner - Scott Radde
Public Works- Mike Coler

**Building Inspector-**

Dale Smith
Scott Radden
Mike Coleman
Kevin O'Hearn

☐ 3:00: Tori Walsh & Liz Becker

Metro

☐ 4:00: Rocky Mountain Recovery

• Bill Collection Company

#### □ 4:30: <u>Seth:</u>

- Condemned Properties
- Former Volunteer Fire Department Retirement: Keith Jones
- Former Volunteer Fire Department Boy Scout Funds
- Records Request
- Liquidation of Town Properties
  - 1. Black Hills Bentonite
  - 2. Progress Circle
- Community Service Division: Resolution 2018-1
- Park Grants
- Bar Nunn Inspections
- Water Agreement: Dale
- Record Retention System
- "Charter" Current and previous fees
- Resolution 2018-2: RFP'S
- Electrical Inspector:
  - 1. Job description
  - 2. Rate of Pay

**□ 5:00:** 



#### ROCKY MOUNTAIN RECOVERY SYSTEMS, INC.

#### Why use Rocky Mountain Recovery?

- 1. Our clients tell us that our customer service and response time is second to none.
- 2. We work harder than other agencies
  - > We work with those owing the bill to help them resolve their situation, while treating them with respect and seeking for a win-win resolution.
  - > We have dedicated resources and we partner with many other companies in finding data and information on individuals when they are hard to locate.
  - > We are diligent in credit reporting as a tool to inform individuals of the importance of taking care of their debt.
  - > We use all avenues of legal collections when needed to collect accounts.
  - > We don't write off hard accounts.
  - We build long lasting relationships with our clients.
- 3. Clients find that we recover **150% to 200%** more money for them than their previous agencies.
- 4. Our services **never** include costs to our clients (including all the legal work we do).



ROCKY MOUNTAIN RECOVERY SYSTEMS, INC.
RAISING THE BAR IN COLLECTION STANDARDS AND EXCEEDING EXPECTATIONS

#### **Collections Process**

When an account is first entered into the system, the first letter required by law is mailed out that evening. Our mailing program is automated and allows for many thousands of letters (or more) to be sent out each day.

If there is no address or phone number provided for the debtor, the account immediately goes to our data scrubbing (skip tracing) system. At any given time in the agencies workflow, both in pre-legal and legal collection, if information is needed to make the best decision on the account (i.e. address, phone number, place of employment, social security number, etc.) RMRSI will utilize skip tracing tools and resources. Currently, RMRSI obtains data from several different companies.

After the account is loaded and the letter is mailed, account managers begin a calling campaign, which will consist of multiple calls on different days and different times of the day (including nights and weekends), within the first 30-60 days the account is in the office. Account managers also send additional letters when appropriate.

After 30-60 days, the account will be in following status, (1) paid in full (2) on an approved payment plan (3) moved on to legal collections, or (4) in our skip tracing system to locate important information needed to collect the account.

All efforts in working the accounts (whether by account managers or using skip tracing tools) are focused on obtaining information that will allow RMRSI to make the best decision on an account. We rarely inactivate an account.

#### **Credit Reporting**

RMRSI uses credit reporting as a tool to inform the debtors of outstanding balances. The agency's software is programmed to send accounts to credit reporting after being in the office for at least 45 days. Law requires a minimum of 30 days with a collection agency before credit reporting occurs.

#### **Workflow for Bankruptcy Accounts**

- RMRSI makes sure that all claims for Chapter 7 with Assets or Chapter 13 Bankruptcies are filed timely.
- All collection processes and correspondences are stopped as soon as notification of filing is received.



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RAISING THE BAR IN COLLECTION STANDARDS AND EXCEEDING EXPECTATIONS

## Workflow for deceased accounts including: probate, estates, creditor claims and no assets.

- If a person is deceased with no assets, estate, or spouse, all accounts will be inactivated.
- If a person is deceased where there is a probate to settle the estate, RMRSI will file all claims against the estate.
- RMRSI files all creditor claims for the client,
- The agency may also pursue collections with the spouse of a deceased individual, if they
  are liable

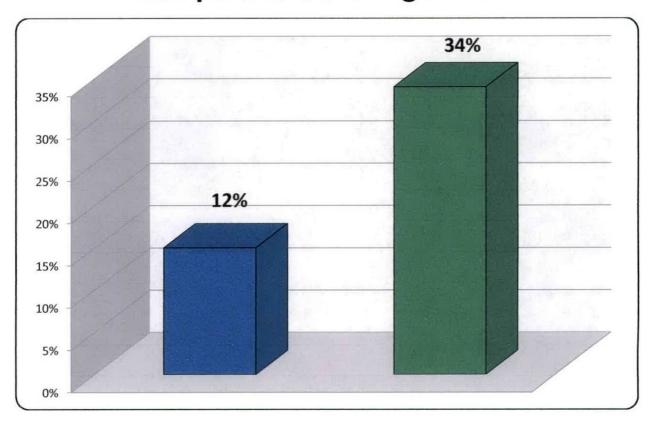
#### **Legal Action Workflow**

#### Legal Process

- A 30-day notice and attorney letter are sent to give the debtor time to respond and resolve the account before legal action is ever taken.
- After a debtor has had many days to respond to phone calls, letters, and attorney letters, a Summons and Complaint is prepared, filed with the courts, and delivered by civil service.
- The intention is to alert the patient to the importance of paying their account receivable.
- If the account is not resolved, a judgment will be obtained.
  - After the judgment there is an account payment priority
    - 1. Payment in Full
    - 2. Acceptable Payment Plan
    - 3. Garnish Wages or Bank Accounts
    - 4. Execution of Property
    - 5. Discovery Process
      - Interrogatories
      - 10-day letters
      - Motion to Compel/ Show Cause
    - Legal Process is used efficiently to encourage debtors to resolve the account.



# How Does our Recovery Compare to Other Agencies?



## Average Agency Recovery

(Source: ACA International 2005 Benchmarking and 2009 Reports)

### Our Recovery Rate

- New clients find that we recover 150%-200% more for them then their previous agency.
- We work hard to do a good job for our clients.

Wyoming Locations

400 E. 1st St., Suite 312 Casper, WY 82601 307-266-5556 Fax: 307-266-2340 400 S. Kendrick Ave., Suite 202 Gillette, WY 82716 307-686-1906 Fax: 307-687-0216 101 Hastings Horseshoe Powell, WY 82435 307-754-8215 Fax: 307-754-7156



#### WHAT WE NEED TO GET STARTED

- Remember to turn your accounts over to us within 60-90 days after the time of service or last payment.
- All we need is a ledger of account activity and the signed agreement form (including their information, if applicable).
- We need all the consumer's information you have on file
  - a. Consumer's full name
  - b. Spouses information
  - c. Address
  - d. Social security numbers
  - e. All Phone numbers
  - f. Places of employment
- We need a signed financial agreement.
- You can email, fax or send your collection accounts to us. We can also pick them up from your office.

#### **PATIENT INFORMATION**

Last Name		First Nam	ie				MI _
Soc. Sec. #	Date of Birth _		/	_ Marit	al Status	_ Sex	
Mailing Address				City		State	
Zip Home Phone			Cel	l Phone _			
Physical Address				,			
Employer Name			Employe	er Phone _	·		
Spouse	_ Date of Birth_	1	/ So	c. Sec. # _			
Spouse Employer	Wor	k Phone_			Cell Phone		
Emergency Contact Name/Phone#						_	
	thod of Payment	- Cash, Ch	eck, or Cr	edit Card			
GUARDIAN INFORMATION							
Fathers Last Name	First Name _			MI	Date of Birth	/_	
Soc. Sec. #	Home Phone			<del></del>	Cell Phone		
Mailing Address		City		<del>.</del>	State	Zip	
Employer Name			Employe	r Phone _			
Mothers Last Name	First Name	_	<u>-</u>	МІ	Date of Birth		
Soc. Sec. #	Home Phone _				Cell Phone		
Mailing Address	<del>-</del> -	City			State	Zip	
Employer Name			Employe	r Phone _	<del></del> -		
I, the undersigned client/grame or anyone for whom I am responsion of non-payment of any amounts duper month and pay all reasonable a event this agreement is assigned to of 35% of the unpaid balance due.  Signature of Patient/Guardian:	onsible, imme e under this a ittorney fees a	e to pay diately t greemen	for all s ipon dei it I will p t costs t	ervices i mand. I pay inter hat may mise to	further agree that est thereon at the be incurred. I agre	in the errate of the that i	event 1.5% n the

ast Name	First Name	MI
City		
Home Phone		
Date of Birth/	Soc. Sec. #	_ <del></del>
Employer Name		
Employer Address		Employer Phone
Spouse		Spouse Soc. Sec. #
Spouse Date of Birth		
Spouse Employer		Spouse Employment Phone
ast Date of Service	<del></del>	Last Payment Date
AMOUNT DUE: Principle \$		Patient's Name
Interest \$		
hereby assign the following accou		ecovery and affirm that the balances are true and corrections provided by the creditor to the consumer
Signature:		Date:
Printed Name:		
Title:		

# ROCKY MOUNTAIN RECOVERY SYSTEMS, INC. 400 East 1<sup>st</sup> St. Ste. 312 Casper, WY 82601

### ACCOUNT SERVICE AND ASSIGNMENT AGREEMENT

	THIS AGREEMENT is made and entered into this day of, year
by and	between Rocky Mountain Recovery Systems, Inc., a Wyoming Corporation, hereinafter
referre	d to as "RMRSI," and
hereina	after referred to as "Client."
and,	Whereas, Client has unpaid and delinquent accounts which it desires collection services or
such se	Whereas, RMRSI is a third party service provider for its clients, and is willing to provide rvices on Client's accounts;
	Now therefore, the parties hereto agree as follows:
1.	RMRSI agrees to accept for recovery services, unpaid accounts which Client shall refer to RMRSI. All accounts referred to RMRSI will be deemed, and hereby are assigned, transferred and set over to RMRSI for its services and RMRSI shall have full authority to make demand on, recover, collect, sue in RMRSI's name, forward to other agencies, and receive all amounts due, or which may become due on said accounts, Further RMRSI is hereby given authority to receive payment in cash, check, money order, or other negotiable instrument, and authority to endorse the same on behalf of Client for deposit into RMRSI's trust account and otherwise distribute such funds. When Client makes physical delivery of an Account to RMRSI the same shall be deemed assigned until collected or reassigned by RMRSI. The date of physical delivery will be shown on the Client acknowledgment. In addition, the amount shown on the Client acknowledgment shall be deemed the assigned face value of each account.
2.	RMRSI shall promptly undertake, through proper and lawful means, the collections of the accounts referred by Client. RMRSI does, and shall, comply with the rules and regulation established in public law 95-109 known as the Fair Debt Collection Practices Act.
3.	RMRSI is an independent contractor, licensed and bonded, and is solely responsible for the employment, acts and omissions, control and direction of its employees. RMRSI shall indemnify and hold Client harmless from any and all claims, demands or causes of action that may be asserted due to collection activities by RMRSI on accounts referred by Client. This does <u>not</u> include cross-claims or causes of action that are independent of the collection activities of RMRSI (such as malpractice claims) or other claims against Client and Client shall indemnify and hold RMRSI harmless from any such claims.

- 4. Referral and transfer of accounts to RMRSI shall be at the option of Client and Client hereby warrants that all accounts assigned to RMRSI are valid and legally enforceable debts, which the names and amounts listed, are correct to the best of the Clients' knowledge and belief, and that Client has ceased all collection activity on assigned accounts. Further, the Client has and will, both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto. Client agrees to forward to RMRSI a copy of all debtor documentation regarding any referred account. Examples of pertinent documentation include: most recent billing statement, copy of all agreements and contracts with debtor, debtor information forms, anything signed by debtor establishing fees, interest rates, and other obligations, guarantor status or any family information.
- 5. RMRSI shall maintain for all accounts, records which will reflect the original balance, additional charges, payments or credits, court costs and attorney's fees. Client shall have the right to inspect such records of its accounts by giving RMRSI a written request listing the accounts it desires to review. RMRSI will generally provide access to these records within seven days of any request. If records on more than ten accounts are requested, more time will be given to RMRSI.
- 6. RMRSI shall prepare an itemized statement of all payments made during a remittance period (a calendar month). RMRSI shall remit to Client a net statement on or about the 15<sup>th</sup> calendar day of each month following the preceding month.
- 7. Client agrees to promptly notify RMRSI of all direct payments, bankruptcy notices, and any communication from the debtor or any representative of the debtor to RMRSI. Direct payments are payments made by the debtor directly to the Client for accounts that have been assigned to RMRSI for collections.
- 8. RMRSI shall advance all court costs and attorney fees in case of litigation or post-judgment enforcement. RMRSI shall be reimbursed for advanced costs from the first monies collected from the debtor. RMRSI and/or RMRSI's attorney shall retain all court costs, service fees, interest accrued following assignment, and attorney fees collected.
- 9. On any account for which the Client determine the obligation of the debtor(s) shall be forgiven, and upon notification by Client, RMRSI agrees to suspend action, either temporarily or permanently (at the Client's discretion), on such accounts referred for collection. RMRSI has the right at its discretion, to enforce a minimum \$15.00 service charge or 10%, whichever is greater, on any account withdrawn. RMRSI agrees to cancel and return accounts referred for collection after receipt of a written request listing the accounts in alphabetical order and current balances must be included. Accounts in process of collection by RMRSI or an affiliated collection agent will be returned within 90 days of notice. If RMRSI anticipates receiving payment within 90 days, the account will remain with RMRSI for collection. Notwithstanding anything else said herein, accounts for which RMRSI has began legal process will be individually considered for

cancellation and returned at the sole discretion of RMRSI. In most cases, if accounts in legal process are returned, they will be treated as direct payments to the Client and RMRSI will offset RMRSI's portion from future payments to the Client. RMRSI may cancel and return any account to Client at any time. Client will be given written notice for accounts which are cancelled and returned.

- 10. RMRSI shall not accept any compromise settlement that will affect the amount of the Client's share of payment without the prior approval of Client.
- 11. Any noncompliance by either party with the terms hereof shall be a default which must be corrected immediately upon receipt of notice from the other party.
- 12. This Agreement shall commence on the day first above written and run for one (1) year from that date. This Agreement will automatically renew and continue thereafter from year to year unless cancelled by either party by giving the other party written notice of the cancellation at least thirty (30) days before cancellation.
- 13. This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.
- 14. In addition to all other amounts hereinbefore listed, RMRSI shall receive for their services, on all accounts, the contingency share of the face amount assigned at the following rates (the higher percent as, and when, any listed expression pertains to the account):

Accounts assigned 35%
Accounts when legal process begins: 50%

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective on the day and year first above written.

ROCKY MOUNTAIN RECOVERY SYSTEMS, INC.

By:	By:	
Rocky Mountain Recovery Systems, Inc.	Client	
Business Development Manager		
Linda Keas		

#### **CLIENT INFORMATION SHEET**

DATE:			
CLIENT NAME:			
ADDRESS:			
ADDRESS:(STREET)	(CITY)	(STATE)	(ZIP)
MAILING ADDRESS:			
(STREET)	(CITY)	(STATE)	(ZIP)
TELEPHONE:	FA	X:	
EMAIL:			
PRIMARY CONTACT/TITLE:			
SECONDARY CONTACT/TITLE:			
LEGAL AFFIANT/TITLE:			
ΓΥΡΕ OF BUSINESS:			

ADDITIONAL INFORMATION:

#### **RESOLUTION 2018-1**

#### **TOWN OF MILLS**

# A RESOLUTION OF THE TOWN OF MILLS, WYOMING, APPROVING THE TOWN STAFF TO PROCEED WITH THE CREATION OF THE COMMUNITY SERVICE DIVISION

WHEREAS, the Town of Mills has determined to undertake the enforcement of duly enacted provisions regarding animals through the Town of Mills, and not through contract or arrangement to other authorities; and

WHEREAS, in keeping with this the Town of Mills has determined to authorize an appropriate structure and hire appropriate personnel to undertake the same; and

WHEREAS, the Town of Mills, approving town staff to proceed with the creation of the Community Service Division for the same purpose, which shall, and consist of Code Enforcement and Animal Control, and which shall be subject to the overall authority and supervision of the Chief of Police of the Town of Mills; and

WHEREAS, the Town of Mills shall further be authorized, upon further approval by the City Council, to enter into contracts for the keeping and care, including veterinary care, of such animals as shall be taken into possession by the Town of Mills as a result of the enforcement of its provisions; and

WHEREAS, the Town of Mills shall further be authorized to contract with other municipal corporations in order to provide services by the Community Service Division, including animal control under those municipal corporations ordinances, subject to the approval of the Town of Mills and such other municipal corporations.

**NOW THEREFORE**, be it resolved by the Governing Body of the Town of Mills, Wyoming, approving the town staff to proceed with the Community Service Division which consist of Code Enforcement and Animal Control for the purposes above noted.

PASSED, APPROVED AND ADOPTED on this 10th day of January 2018.

Seth Coleman, Mayor	
Darla R. Ives, Council	Sara McCarthy, Council

Mike Pyatt, Council	Ronald Wales, Council			
ATTESTED:				
Christina Trumbull Town Clark				
ATTESTED:  Christine Trumbull, Town Clerk				

Caselle® Software & Services Proposal

## Town of Mills, WY

January 4, 2018

(Valid for 90 days)

#### From:

Ryan Ellertson, Territory Manager rje@caselle.com



### $\it Caselle^{\it \tiny{(B)}}$ Software & Services Proposal Town of Mills, WY January 4, 2018

**Proposal Summary** 

Total Software License	\$2,700
Total Training	Included
Total Conversion	
Total Investment	\$2,700
Software Assurance will increase by \$68 per month.	
I have read and agree to all terms & conditions proposed herein. I ur Town of Mills is unable to provide data to Caselle in the requested for fees will apply.	
Signature	
Printed Name & Title	



Date

#### Caselle® Software & Services Proposal Town of Mills, WY January 4, 2018

#### **Proposal Detail**

Caselle® Application Software	License Fees	Training	Conversion	Total
Animal License	\$2,700	Included	•	\$2,700
Grand Total	\$2,700	Included	-	\$2,700

Note: The training will take place at Caselle.

**Animal License Data** Conversion

- All applicable owner and animal information will be converted.
- The animal license form and a renewal letter will be set up.
- Additional forms will be billed at the rate of \$100 per form.

#### Caselle® Software & Services Proposal Town of Mills, WY January 4, 2018

#### **Implementation Services**

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. Please read the following information carefully.

#### Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- · Complete the Information Worksheets during each phase of the conversion.
- Provide data to be converted.
  - You may need to clarify the data, as needed, during the conversion process.
  - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- · Send printed or PDF reports to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

#### Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

#### Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 90 - 120 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

#### Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.





# Town of Mills Grant Opportunities for Local Parks, Community Gathering Spaces and Playground Equipment

#### Daniel's Fund - Wyoming

**Funding Areas and Info:** Aging, Amateur Sports, Disabilities, Drug and Alcohol Addition, Early Childhood Education, Homeless and Disadvantaged, k-12 Education Reform and Youth Development.

http://www.danielsfund.org/Grants/Colorado-Outstate-and-Wyoming.asp

#### **Home Depot Community Impact Grant**

**Funding Areas and Info:** The Home Depot Foundation offers grants, up to \$5,000, to IRS-registered 501c designated organizations and tax-exempt public service agencies in the U.S. that are using the power of volunteers to improve the physical health of their community. Grants are given in the form of The Home Depot gift cards for the purchase of tools, materials, or services.

https://corporate.homedepot.com/grants/community-impact-grants

#### John P Ellbogen Foundation (not for capital construction)

**Funding Areas and Info:** Grants focus on children and young adults, education and development. Not limited to particular organizations or projects. https://www.ellbogenfoundation.org/

#### Kaboom!

**Funding Areas and Info:** Playground grants to help communities build safe places for kids to play. Various playground equipment and park grants available. https://kaboom.org/grants

#### **McMurry Foundation**

**Funding Areas and Info:** Education, Religion, Arts and Humanities, Children and Advocacy for Children, Favorable Business Environment, Health and Human Services. General funds are available to expand or improve community services and investments within the community. <a href="http://www.mcmurryfoundation.org/priorities.php">http://www.mcmurryfoundation.org/priorities.php</a>

#### Myra Fox Skelton Foundation

**Funding Areas and Info:** Arts, culture, and humanities, Education, Health, Human services, Public/Society Benefit and Religion. Organizations within Natrona County that benefit youth, health, and education take priority.

https://www.wellsfargo.com/private-foundations/skelton-foundation

#### **Peter Kiewit Foundation**

**Funding Areas and Info:** Youth education and employment tracts; economic growth and opportunity by advancing the individual and community prosperity and economy; supporting strong and vibrant communities.

http://www.peterkiewitfoundation.org/

#### **Wells Fargo Community Grant**

**Funding Areas and Info:** Community investment and growing local economies. Planning and consulting, outreach, neighborhood organizing, resident driven development. https://www.wellsfargo.com/about/corporate-responsibility/community-giving/

#### **Wyoming Community Foundation General Grant**

**Funding Areas and Info:** Provides a variety of community grants available at any given time. http://wycf.org/available-grants/

#### Zimmerman Foundation

**Funding Areas and Info:** Projects that primarily focus on youth and education. http://zfamilyfoundation.com/index.php/grants/