McAlester City Council
NOTICE OF MEETING

Regular Meeting Agenda
Tuesday, June 9, 2026 - 6:00 PM
McAlester City Hall – Council Chambers
28 E. Washington

Attending in Person

Justin Few	Mayor
Levi Gilmore	Ward One
Robin Woodley	Ward Two
Chris Stone	Ward Three
Mike Brooks	Ward Four
Billy J. Boatright	Ward Five
Kevin Beaty-Vice Mayor	Ward Six
Ken Wimer	Interim City Manager
Cora M. Middleton	City Clerk
John T. Hammons	City Attorney

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When the public body desires more information on an item, the public body may refer the matter to City staff or back to a committee. Under certain circumstances, items may be deferred to a specific date or stricken from the agenda entirely.

CALL TO ORDER
Announce the presence of a Quorum.

INVOCATION, PLEDGE OF ALLEGIANCE & LAND ACKNOWLEDGMENT
The Choctaw Nation Reservation is located within the original homelands of the Caddo and Wichita peoples. The Pawnee and Arikara have ancestral ties here. The Shawnee and Quapaw established

settlements in this region during the 1700s and early 1800s, while the Osage and Kiowa visited the area. The Quapaw Tribe ceded this land by treaty to the United States, before it was later ceded to the Choctaw Nation. Shortly after being the first to endure the Trail of Tears and Death, the Choctaw people arrived here, followed by the Chickasaw, who lived among them before moving farther west. Through this acknowledgment, we remember those who came before us, honor the sovereignty and traditions of the Native peoples who remain connected to this land, and commit ourselves to respect and partnership with Indigenous communities — past, present, and future.

ROLL CALL

RECOGNITION AND AWARDS

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. Approval of Minutes from the May 26, 2026, City Council Workshop of the McAlester City Council. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Approval of Minutes from the May 26, 2026, Regular Meeting of the McAlester City Council. *(Elizabeth Neboyia, Cheif Executive Assistant)*

C. Approval of Claims for May 20, 2026 through June 02, 2026 *(Sherri Swift, Chief Financial Officer)*

D. Acceptance of a quote from Ideal Cleaning in the amount of $3,100 per month to provide cleaning services to the City of McAlester facilities.*(Sherri Swift, Chief Financial Officer)*

E. Approve and authorize the Mayor to sign the annual engagement letter with HSPG & Associates for the FY 26-27 Audit. *(Sherri Swift, Chief Financial Officer)*

F. Concur with Oklahoma Municipal Assurance Group (OMAG) denial of Tort Claim No. 218341-1-JM, filed by Marvin Briggs. *(Cora Middleton, City Clerk)*

G. Indefinitely postpone Notice of Tort Claim No. 218701-1-JM, filed by Tim Mills. *(Cora Middleton, City Clerk)*

H. Indefinitely postpone Tort Claim No. 218705-1-JM, filed by the City of McAlester. (Cora Middleton, City Clerki)

I. Indefinitely postpone Tort Claim No. 218715-1-JM, filed by the City of McAlester. (Cora Middleton, City Clerk)

J. Approve and authorize the Mayor to sign the fiscal year 2026/2027 agreement with Feed The Need Foundation for partial funding of the Senior Nutrition Centers in the Community Services Department. *(Cora Middleton, City Clerk)*

K. Accept and place on file the Oklahomans for Independent Living's 2025 1st, 2nd and 3rd Quarterly Reports. (Cora Middleton, City Clerk)

L. Approve and authorize the Mayor to sign the Fiscal Year 2026/2027 agreement with the Oklahomans for Independent Living (OIL) for their transportation program. *(Cora Middleton, City Clerk)*

M. Approval of Fiscal Year 26/27 Oklahoma Municipal Assurance Group (OMAG) Municipal Liability Protection Plan (MLPP). *(Cora Middleton, City Clerk)*

N. Approval of Fiscal Year 26/27 Oklahoma Municipal Assurance Group (OMAG) Municipal Property Protection Plan (MPPP). *(Cora Middleton, City Clerk)*

O. Approval of Fiscal Year 26/27 Airport Premises Liability Insurance Renewal with Old Republic Insurance Co./Tedford Insurance. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

Any item pulled from the consent agenda can be discussed and considered with action and/or possible amendments.

PUBLIC HEARING

All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.

A. **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2845 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

B. **AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AN ORDINANCE PERTAINING TO FINANCE AND TAXATION, AMENDEDING THE MCALESTER CITY CODE, CHAPTER 98, TAXATION; ARTICLE IV, HOTEL TAX, BY INCREASING THE LODGING TAX TO TEN PERCENT (10.00%) AND BY PERMITTING REVENUES GENERATED THEREFROM TO BE USED FOR TOURISM PROMOTION AND ECONOMIC DEVELOPMENT ACTIVITIES; AND FOR OTHER PURPOSES; PROVIDING FOR AN EFFECTIVE DATE; AND REQUIRING THE FULL TEXT BE PUBLISHED.**

C. **AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE MCALESTER CITY CODE, CHAPTER 38, EMERGENCY MANAGEMENT AND SERVICES; BY ADDING ARTICLE VII, AMBULANCE SERVICE; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILTY, AND DECLARING AN EMERGENCY.**

SCHEDULED BUSINESS

1. Discussion and possible action to authorize the Mayor to sign a Prisoners Public Works Project Contract with the Oklahoma Department of Corrections for the use of inmate labor crews for FY26-27. (Wendy Knight, Human Resources Director)

2. Discussion and possible action to authorize the Mayor to sign the maintenance agreement with

D & D Elevator for 2026-2027. (*Tommy Hill, Public Works Director)*

3. Discussion and possible action to approve and authorize the Interim City Manager to sign the Professional Services Agreement for Hardgrave Environmental Management, LLC for Pretreatment Management Consulting for fiscal year 2026-2027 in the amount of $38,400.00. *(Jared Cottle, P.E., Interim Utilities Director)*

4. Discussion and possible action to approve an ordinance amending Ordinance 2845, which established the budget for fiscal year 2025-2026; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Sherri Swift, Chief Financial Officer)*

5. Discussion and possible action to approve an ordinance of the City of McAlester, Oklahoma, amending the McAlester City Code, Chapter 38, Emergency Management and Services; by adding Article VII, Ambulance Service; providing for codification, repealer, severability, and declaring an emergency. *(Ken Wimer, Interim City Manager)*

6. Discussion and possible action approve an Ordinance of the City of McAlester, Oklahoma, an Ordinance pertaining to Finance and Taxation, amending the McAlester City Code, Chapter 98, Taxation; Article IV Hotel Tax, by increasing the Lodging Tax to ten percent (10.00%) and by permitting revenues generated therefrom to be used for Tourism Promotion and Economic Development activities; and for other purposes; providing for an effective date; and requiring all full text be published. (John Hammons, City Attorney)

7. Discussion and possible action on approval of an agreement/property lease with Union Pacific Railroad for the Parking lot at Choctaw and the Farmer's Market. (Cora Middleton, City Clerk)

8. Discussion and possible action on approval of an agreement with MIDCON for monthly document destruction services. (Cora Middleton, City Clerk)

9. Discussion and possible action to approve and accept pay application #5 from Screed Tech LLC, in the amount of $23,963.75, for the fifth partial payment for work completed on the taxiway rehabilitation and airport lighting project, at the McAlester Regional Airport. *(Billy Sumner, Economic Development Director)*

10. Discussion and possible action to approve and accept TO05-04 from HW Lochner, Inc in the amount of $42,067.39 and TO05-05 in the amount of $16,308.12, for a total of $58,375.51, for the fourth and fifth partial payment for work completed on the taxiway rehabilitation and airport lighting project, at the McAlester Regional Airport. *(Billy Sumner, Economic Development Director)*

11. Discussion and possible action to authorize the Interim City Manager to present an official offer for property adjacent to the Wastewater Treatment Plant. *(Ken Wimer, Interim City Manager)*

NEW BUSINESS

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.

STAFF REPORT

A. Human Resources Update to Council *(Wendy Knight, HR)*

CITY MANAGER'S REPORT

A. None.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS

RECESS COUNCIL MEETING

CONVENE AS MCALESTER AIRPORT AUTHORITY
Majority of a Quorum required for approval

A. Approval of Minutes from the May 26, 2026, Regular Meeting of the McAlester Airport Authority. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Concur with action taken on City Council Agenda item C. regarding claims May 20, 2026 through June 02, 2026 *(Sherri Swift, Chief Financial Officer)*

C. Concur with action taken on City Council Agenda Item No. 9, to approve and accept pay application #5 from Screed Tech LLC, in the amount of $23,963.75, for the fifth partial payment for work completed on the taxiway rehabilitation and airport lighting project, at the McAlester Regional Airport. *(Billy Sumner, Economic Development Director)*

D. Concur with action taken on City Council Agenda Item No. 10, to accept TO05-04 from HW Lochner, Inc in the amount of $42,067.39 and TO05-05 in the amount of $16,308.12, for a total of $58,375.51, for the fourth and fifth partial payment for work completed on the taxiway rehabilitation and airport lighting project, at the McAlester Regional Airport. *(Billy Sumner, Economic Development Director)*

CONVENE AS MCALESTER PUBLIC WORKS AUTHORITY
Majority of a Quorum required for approval

A. Approval of Minutes from the May 26, 2026, Regular Meeting of the McAlester Public Works Authority. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Concur with action taken on City Council Agenda item C. regarding claims May 20, 2026 through June 02, 2026 *(Sherri Swift, Chief Financial Officer)*

C. Concur with action taken on City Council Agenda Item No. 3, approving and authorizing the Interim City Manager to sign the Professional Services Agreement for Hardgrave Environmental Management, LLC for Pretreatment Management Consulting for fiscal year 2026-2027 in the amount of $38,400.00. *(Jared Cottle, P.E., Interim Utilities Director)*

CONVENE AS MCALESTER ECONOMIC DEVELOPMENT AUTHORITY
Majority of a Quorum required for approval

A. Approval of Minutes from the May 26, 2026, Regular Meeting of the McAlester Economic Development Authority. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Concur with action taken on City Council Agenda item C. regarding claims May 20, 2026 through June 02, 2026 *(Sherri Swift, Chief Financial Officer)*

RECONVENE COUNCIL MEETING

RECESS COUNCIL MEETING

EXECUTIVE SESSION

Recess in Executive Session in compliance with Title 25 Section 307 et.seq. Oklahoma Statutes, to wit:

A. Pursuant to 25 OS 307(B)(1), Consider convening in Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager, and take appropriate action in open session. (John Hammons, City Attorney)

RECONVENE COUNCIL MEETING

Take Any Action Necessary From Executive Session

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2026 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
May 26, 2026

The McAlester City Council met in a Regular Workshop session on Tuesday, May 26, 2026, at 5:00P.M. after proper notice and agenda was posted, May 22, 2026 at 11:23 A.M.

Call to Order

Mayor Few called the meeting to order at 5:00 P.M.

Roll Call

Council Roll Call was as follows:

Attending:	Robin Woodley, Chris Stone, Mike Brooks, Kevin Beaty, Billy Jack Boatright, Levi Gilmore & Justin Few
Absent:	
Presiding:	Justin Few, Mayor
Staff Present:	Ken Wimer, Interim City Manager; Billy Sumner, Economic Development Director; Justice Adair, I.T. Computer Support; Adrian O'Hanlon III, PIO; Sherri Swift, Chief Financial Officer; Elizabeth Neboyia, Chief Executive Assistant

Scheduled Business Agenda

1. Discussion on developing a City ordinance defining the City's position on Data Center development and support. *(Robin Woodley, Ward 2)*

This item was pulled and not discussed.

2. Discussion on creating an Ordinance on "Dark Stores" in the City limits of McAlester. *(Justin Few, Mayor)*

Mayor Few addressed the Council explaining that he and Mr. Wimer, Interim City Manager, have had discussions on how they can make the town look better within the commercial district. He further explained that for many years the City has tried to come up with solutions but were unsuccessful, but that it needed to start somewhere; perhaps starting with the vacant and abandoned buildings and putting up windows, curtains or a display that doesn't make the vacant store look vacant but operatable, this would mean removing all boarded up windows, no broken glass windows. This would be enforced by Code Enforcement.

Councilor Beaty stated that this would include all the Sinclair gas station that are around town.

Councilor Gilmore shared that there are a lot of boarded commercial vacancies in his ward that are owed by out of state absentee owners that never come to McAlester.

Mr. Wimer advised Council that State Statute 11 highlights the registry requirements and what is prohibited. The City cannot require the owners to register, nor can the City fine them for not registering. Therefore, the City has no way to enforce.

Matthew Price, City Attorney Representative, stated that we cannot fine the owners for not registering the property as vacant, however the City can fine them for other offenses such as broken windows, overgrown grass, and other penalties for the property that apply to the code enforcement. Should the City want to include having boarded up windows to vacant property, they can write that in the ordinance so that it can be enforced.

Mr. Wimer states that should we have boarded windows on vacant properties; it becomes a magnet for the homeless population to break into.

There was a brief discussion on the window coverings, securing the windows and what materials you require the owners to utilize, how does the City contact the out-of-state owners to speak with about the property and making it secure and not seem vacant.

Councilor Stone stated that perhaps the City needs to have an incentive plan to get the owners on board to make the necessary fixes to their property and gave examples of other properties that may have benefited the owners, he feels five hundred dollars or one thousand dollars would be a good incentive.

Ms. Clifton explained the process in writing code violation tickets; With notices of violation they have ten days to complete depending on what the violation is, if the owners are within the City limits, they'll write them a ticket. If the property owners are not within City limits, Code Enforcement can write and mail the ticket, but the property owners must sign for the ticket, and it can be difficult. The City does not have any teeth to this because there is no ordinance that has been adopted locally and if such ordinance is adopted, it can be costly and will require a budget that the City doesn't have.

There was a brief discussion on commercial buildings and the resources available or if they can and would be willing to hand over the property to the City and what the City can do to bring up the building to code and inherited properties and owners not having any interest or intent in doing anything with the property. She also discussed property taxes and special assessments costs, and abatement liens that would be tied into the property but also would be tied into the budget.

Councilor Woodley commented that the City can increase the violation fine and if the property owners don't have the resources to fix it, they should put the property up for sale and allow new owners to fix the property up.

Ms. Clifton then went on to explain the condemnation process and the need for a budget in order for properties to be demolished.

Mr. Wimer stated that the Council needed to identify what the stipulations are in declaring a vacant building and the repercussions of such actions so that City Attorney, Hammons, can write the ordinance, additionally, the ordinance needed to be specific so Code Enforcement can speak to it when addressing property owners.

3. Discussion and possible action for a Lodging Tax increase and potentially to set an election date. *(Justin Few, Mayor)*

Mayor Few addressed the Council explaining the need for a four percent (4%) Lodging Tax Increase bringing the tax to ten percent (10%); with the four percent (4%) increase the City will amend the ordinance where it would allow two percent (2%) toward Economic Development and the other two (2%) towards Tourism. Mayor Few went on to further explain that this increase in tax will only be for those travelers passing through and the McAlester residents will be exempt from the Lodging Tax Increase.

Currently the Lodging tax is used for Tourism and Parks and the General Fund subsidizes Economic Development by $300,000.00. Salaries that are paid by Tourism are the Softball Complex employee and the Administrative Assistant for Economic Development. The funds that are generated through the tax increase would not have to be used to subsidize Economic Development and would put funds back in the General Fund.

Matthew Price, City Attorney Representative, explained that the town of Gore recently passed a Lodging Tax Increase, with the residents being exempt from the lodging tax. He added that he would share the information with City Attorney, John Hammons.

Mr. Wimer, Interim City Manager, stated that the City will prepare to have the Lodging Tax Increase on the November 3rd Election ballot to allow ample time for preparation and community education.

4. Discussion on establishing an Emergency Response Service Fee in Chapter 48 of the City Code. *(Ken Wimer, Interim City Manager)*

Mr. Wimer, Interim City Manager, addressed the Council explaining the proposal for a service fee of five dollars that would be added to the utility bill for each meter within the City for both residential and commercial properties. The service fee provides residents and businesses with emergency ambulance response coverage, while eliminating out of pocket costs associated with unpaid insurance balances. The service fee help offset funds not collected from the insurance claims. This will assist with emergency services when the person is uninsured. He stated that currently the City has estimated seventy-five hundred and forty meters and billing five dollars for each meter gains the City approximately $37,000.00 a month and $400,000.00 annually.

He further explained that the insurance billing will still take place, but should you receive a bill we will not charge the fee as it will offset your copay or write it off, with only having to pay the five dollars on top of the utility bill. The City has not discussed an 'opt' out option yet, but there is a benefit to the citizens to only have to pay such a small amount for the level of care and emergency services.

There was a brief discussion of the benefits to the residents that do not have insurance or afraid to utilize emergency services due to the high bill of such services and how the City is only offering the services at a low cost and what happens should the residents not afford to pay and if it goes to collections, does the City collect on unpaid insurance.

Ms. Swift stated that we do have a collection service, but her team is currently reviewing options for the collections for ambulance services.

Ms. Coy stated that we currently do not have a collection service for this, but Council approved an agreement for collection company for Utilities and have the option for the EMS they may include in this now that they are working towards having EMS services paid through Utility billing. We only bill per single meter, not individually, this covers the household. Should it be an apartment building, they will bill per unit or 'tenant' units.

Mayor Few stated that the community is growing and finding ways to bring in revenue and offer the community services they need that will benefit them without the burden of the huge cost for such emergency services.

Mr. Wimer stated as a City from the compassion side, we need to provide a service to all citizens, he will have the City Attorney draft an ordinance.

Adjournment

There being no further business before the Council, Mayor Few declared the adjourned at 5:53 P.M.

ATTEST:

_____
Justin Few, Mayor

_____
Cora Middleton, City Clerk

Council Chambers
Municipal Building
May 26, 2026

The McAlester City Council met in a Regular session on Tuesday, May 26, at 6:00 P.M. after proper notice and agenda was posted, May 22, 2026 at 11:23 A.M.

Mother Janie Koch gave the invocation and led the Pledge of Allegiance.

Call to Order

Mayor Few called the meeting to order at 6:02 P.M.

Roll Call

Council Roll Call was as follows:

Attending:	Robin Woodley, Kevin Beaty, Levi Gilmore Chris Stone, Billy Jack Boatright, Mike Brooks & Justin Few,
Absent:	
Presiding:	Justin Few, Mayor
Staff Present:	Ken Wimer, Interim City Manager; Sherri Swift, CFO; Justice Adair, I.T Support; Adrian O'Hanlon III, Public Information Officer; Billy Sumner, Economic Development Director; Jayme Clifton, Community Development Director; Doug Basinger, Community Services Director; and Elizabeth Neboyia, Chief Executive Assistant

Mayor Few read the Choctaw Land Acknowledgment statement.

Recognition and Awards

Mayor Few recognized a few outstanding McAlester High School Students athletes that included Track, Tennis and Golf for their accomplishments throughout the spring sports season. The Athletes were recognized for their qualifying for state competition, breaking school records, and earning top regional finishes. The students represented McAlester with pride through their hard work, dedication, sportsmanship and commitment both on and off the field of competition.

Mayor Few also recognized three students participating in Oklahoma State University's Rural Renewal Initiative focusing on strengthening rural communities. Emily Ingram, OSU Political Science major studying human flourishing across southeastern Oklahoma. Logan Seager, Oklahoma University Physics majoring in researching Pastors and religion in rural Oklahoma. Bo Hardy, a Texas Tech student studying Agricultural Education and Leadership with research focused on estate planning and legacy farming and ranching. Mayor Few welcomed the students to the region and thanked them for investing in the rural Oklahoma communities.

Citizens' Comments on Non-Agenda Items

Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. Approval of Minutes from the May 12, 2026, City Council Workshop of the McAlester City Council. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Approval of Minutes from the May 12, 2026, Regular Meeting of the McAlester City Council. *(Elizabeth Neboyia, Chief Executive Assistant)*

C. Approval of Claims for May 05, 2026, through May 19, 2026, in the amounts of; General Fund- $144,623.69, MPWA- $336,462.46; Airport Authority- $41,726.02; Parking Authority- $349.48; Nutrition- $2,811.49; Cemetery Care Fund- $6,541.52; Airport Grant- $82,339.26; Educational Fund- $53,347.48 Tourism Fund- $47,097.71; E-911 $11,877.17; Economic Development- $529,628.98; Grants & Contributions- $6,758.60; American Rescue Plan- $18,780.70; Fleet Maintenance- $3,056.14; Police Dept. Fund- $110.00; CIP Fund- $130,381.34; Child Abuse Response Fund- $1,530.00; Stormwater Fund- $220,843.27; Infrastructure Fund- $54,534.34; MRHC Cancer Center Fund- $53,347.48; MPWA DWSRF Projects- $325,157.30; CWDG Community Wildfire- $2,114,622.57; (*Sherri Swift, Chief Financial Officer)*

D. Acknowledge receipt of ODEQ Permit No. WL000011251080 for DWSRF Project #20A Phase 1, Choctaw Avenue Water Line Project. (*Jared Cottle, P.E., Interim Utilities Director)*

E. Approval of Firing Range Memorandum of Understanding for Fiscal Year 2026-2027. *(Kevin Hearod, Chief of Police)*

F. Approve and authorize the Mayor to sign the annual engagement letter with Crawford & Associates, P.C. for the fiscal year 2026-2027. *(Sherri Swift, Chief Financial Officer)*

G. Indefinitely postpone Oklahoma Municipal Assurance Group (OMAG) Notice of Tort Claim No. 218645-1-AW, filed by the City of McAlester. *(Cora Middleton, City Clerk)*

H. Approve and authorize the Mayor to sign the Participation Agreement Renewal for the Association for Landfill Financial Assurance for FY 2026/2027. *(Ken Wimer, Interim City Manager)*

I. Concur with the Mayor's reappointment of Mark Emmons to the McAlester Planning and Zoning Commission for a term to expire May 31, 2029. (*Elizabeth Neboyia, Chief Executive Assistant)*

J. Concur with the Mayor's reappointment of Levenia Carey to the McAlester Planning and Zoning Commission for a term to expire May 31, 2029. (*Elizabeth Neboyia, Chief Executive Assistant)*

K. Concur with the Mayor's reappointment of Robbie VanVekoven to the McAlester Planning and Zoning Commission for a term to expire May 31, 2029. (*Elizabeth Neboyia, Chief Executive Assistant)*

L. Concur with the Mayor's reappointment of Michael Hull to the McAlester Planning and Zoning Commission for a term to expire May 31, 2029. (*Elizabeth Neboyia, Chief Executive Assistant)*

M. Concur with the Mayor's reappointment of Chris Taylor to the McAlester Planning and Zoning Commission for a term to expire May 31, 2029. (*Elizabeth Neboyia, Chief Executive Assistant)*

N. Approve and Authorize the mayor to sign a renewal policy for Excess Worker's Comp insurance with Midwest Employers Casualty Co.*(Sherri Swift, Chief Financial Officer)*

O. Approve and authorize the Interim City Manager to sign the renewal service agreement for 2026- 2027 with Johnson Controls. (*Tommy Hill, Public Works Director*)

Councilor Boatright moved to approve the Consent Agenda Items "A, & C through "O" The motion was seconded by Councilor Woodley. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Gilmore, Brooks, Stone, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried.

Items Removed from Consent Agenda

Councilor Stone requested that item "B" be removed for individual consideration, minutes on page 5 state the sewer project was not complete, however, has been completed.

Item "B" Approval of Minutes from the May 12, 2026, Regular Meeting of the McAlester City Council. *(Elizabeth Neboyia, Chief Executive Assistant)*

Vice-Mayor Beaty moved to approve the Consent Agenda Item "B" as amended. The motion was seconded by Councilor Gilmore. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Gilmore, Brooks, Stone, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried.

A motion to open a Public Hearing was made by Vice-Mayor Beaty and seconded by Councilor Stone.

There was no discussion and the vote was taken as follows:

AYE: Councilmembers Woodley, Beaty, Gilmore, Brooks, Stone, Boatright & Mayor Few
NAY: None

Mayor Few declared the motion carried, and the public hearing was opened at 6:08 P.M

Public Hearing

All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter

A. **A public hearing on the FY 26-27 City of McAlester Proposed Budget. The purpose of discussing and developing the City budget for the fiscal year beginning July 1, 2026.**

B. **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2845 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

There were no comments or inquiries, and a motion to close the Public Hearing was made by Councilor Boatright. The motion was seconded by Councilor Woodley, and the vote was taken as follows:

AYE: Councilmembers Beaty, Stone, Gilmore, Brooks, Boatright, Woodley & Mayor Few.
NAY: None

Mayor Few declared the motions carried, and the Public Hearing was closed at 6:08 P.M.

Scheduled Business

1. Discussion and possible action to approve the City Manager to sign the maintenance agreement with D & D Elevator for the 2026-2027 physical year. *(Tommy Hill, Public Works Director)*

Mayor Few tabled this item due to clarification on maintenance agreement.

2. Discussion and possible action, to approve the Fiscal Year 2026/2027 Keep McAlester Beautiful agreement with the City of McAlester. *(Cora Middleton, City Clerk)*

Ms. Lacey Fields, Executive Director, Keep McAlester Beautiful (KMB), addressed the Council updating them on the Spring clean-up that brought 915 carts, 57 volunteers over the three-weekend p-span and raised over $4,205.00 in donations. She highlighted; the increase in numbers from last year and doubling stats over 200 tons of bulk trash removed; 14K pounds of electronic waste; over 6K of household hazardous waste; over 4K pounds of shredding; removal of 402 tires and 22 console televisions, Ms. Fields stated that since last year there are overall improvements and continues to see growth, in addition, they have reached their goal that they have put in their contract. The project hours with monthly projects is 54.5 hours however none by City employees. She stated that the budget has gone up due to Grants, but they are not requesting additional funds. She added that KMB have begun their initiative program where those that need Community Service hours whether required or volunteers, and currently have six participating in the program.

There was no further discussion and a motion to approve the Fiscal Year 2026/2027 Keep McAlester Beautiful agreement with the City of McAlester, was made by Councilor Gilmore. The motion was seconded by Councilor Stone, and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Brooks, Stone, Gilmore, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried.

3. Discussion and possible action to approve the final plat for the Wallace Meadows Subdivision. (*Jayme Clifton, Community Development Director*)

Ms. Clifton addressed the Council that this final plat for The Meadows at Wallace Ranch, formerly Wallace Meadows with minor revisions, she conducted a review of the preliminary plat to this, she states it appears meets the technical requirements for subdivision codes in Chapter 62. It is a two hundred single family residential lots. Council previously approved in April with a $1.5million performance bond, however Mr. Woods obtained a $1.7million performance bond to ensure that all costs are covered, and allows Council to approve the final plat pending infrastructure being built. Ms. Clifton recommends that Council approve the final plat at Wallace Ranch.

There was no further discussion and a motion to approve the final plat for the Wallace Meadows Subdivision, was made by Councilor Boatright. The motion was seconded by Councilor Brooks, and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Brooks, Stone, Gilmore, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried

4. Discussion and possible action to accept pay application #5 from Lowe Construction for the fifth partial payment in the amount of ($44,231.50) for work completed on Mullen Park improvements. *(Douglas Basinger, Community Services Director)*

Mr. Basinger addressed the Council that this is the fifth partial payment for the work completed at Mullen Park in the amount of $44,231.50 for Lowe Construction, they completed work on Friday, he added there is one final pay app left that will come within the next few weeks. Mr. Basinger recommends Council accept.

There was no further discussion and a motion to accept pay application #5 from Lowe Construction for the fifth partial payment in the amount of $44,231.50 for work completed on Mullen Park Improvements, was made by Councilor Boatright. The motion was seconded by Councilor Beaty, and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Brooks, Stone, Gilmore, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried

5. Discussion and possible action to accept David Wright's bid of $975.00 for hay baling. *(Douglas Basinger, Community Services Director).*

Mayor Few pulled this item as there is more discussion needed.

6. Discussion and possible action to approve an ordinance amending Ordinance 2845, which established the budget for fiscal year 2025-2026; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Sherri Swift, Chief Financial Officer)*

Ms. Swift addressed the Council explaining that there is one budget amendment for Economic Development recognizing revenue received from Krebs Brewery on Land proceeds in the amount of $520,934.00 and the expenditure paying off $520,834.00 CBDG Loan with Dept. of Commerce.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2845 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There was no further discussion and a motion to approve **Ordinance No. 2875** was made by Councilor Woodley. The motion was seconded by Councilor Stone, and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Brooks, Stone, Gilmore, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried.

Vice-Mayor Beaty moved to approve the **Emergency Clause**. The motion was seconded by Councilor Gilmore and the vote was taken as follows:

AYE: Councilmembers Beaty, Boatright, Brooks, Stone, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried.

7. Discussion on Financial Update for April 2026 *(Sherri Swift, Chief Financial Officer)*

Ms. Swift addressed the Council presenting the April Financial Report highlighting that with 83% of the Fiscal Year complete, the General Fund collected $14.4million in revenue, representing 79.7% of the annual budget. Expenditures were at $14.8million and with the monthly transfers the fund has an increase of $68 thousand, which is down from last month due to the final TIF payment. She reported the Total Sales Tax Breakdown of the overall 10% included State of Oklahoma, Pittsburg County and City of McAlester; the breakdown of the McAlester 4% Sales Tax, April collections were above projections by almost $64 thousand and above the same month prior year by $17 thousand and year to date is exceeding projections by $118 thousand; Sales Tax Comparable Cities; General Fund Sales Tax; Use Tax rate at 4% with all proceeds allocated to the General Fund, year to date totals are above projections by over $85 thousand; NAICS Performances, TIF District, MPWA Fund at a Glance indicates the fund has generated $10.7million in revenue while expenditures remained under budget at $6.9million with the monthly fund transfers the fund has a net increase of about $1.2million; Bond Debts with large final payment scheduled between 2031 and 2034; Active Accounts past due and Terminated Accounts past due; Treasure Report was presented with questions for the Economic Development account that was clear. Ms. Swift stated that months prior, she and Kara Coy met after having conversations with the banks and reviewing accounts seeing where they had higher yield on interests for cash that is sitting in the account.

Councilor Woodley inquired about the “Economic Development” on the Treasury Report and why is it separated out unlike the Stormwater, with a cost of $298,473.

Ms. Swift stated that the Economic Development account has been sitting for a period of time and is not used, she believes it was originally a CD. She directed the question to Ms. Coy on this account.

Ms. Coy stated that majority of Economic Development comes from the "Pooled Cash" account, and that the account was 'possibly' required for a grant, but the funds are still being held for something 'unknown' but budgeted for every year. Both Ms. Swift and Ms. Coy were unable to provide an answer as to what the purpose of the account is.

There was a brief discussion on possible reasons that the account may have been utilized for and developed and how much and often funds are being put in for what amount of time.

Mayor Few commented on the City's Sales Tax compared to other City's and County's Sales Tax and we operate on a slimmer budget.

Councilor Boatright inquired if the TIF for the Shops at McAlester will still be available for review and comparison once the TIF for the Academy becomes available.

Ms. Swift stated that both reports will be available in the monthly financial report for comparison.

Ms. Swift stated that there has been much confusion and misunderstandings about what the Emergency Fund (Reserve Fund) and Fund balance is. She went on to explain the differences between the two and the 10% requirement to the emergency fund.

Discussion only.

New Business

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes

Ms. Clifton, Community Development Director, addressed the Council explaining that she was contacted by Jennifer Hackler, Pittsburg County Treasurer, late Friday on re-sale properties for June 8th. She stated as of May 19th, there are fifteen properties that have special assessment liens on them, and due to the change in laws, Title 68 Chapter 31.29 (Para. C) states that if the property has assessment liens or abatement liens and has not been sold then the City can obtain the property/properties through the tax sale, with only having to provide a letter of interest. The property costs range from $198 -$14,858, however at no cost to the City and some properties have demolition liens against them. Ms. Clifton expressed that this is a good opportunity for the City to acquire and offer redevelopment through Authority and offer for infield development. The June Re-sale will be held June 8, 2026 9am-4pm and a letter of interest must be submitted prior to.

Mayor Few stated that there are two contractors that are interested in the lots to build houses and the City can provide restrictions on them.

There was a brief discussion on the list of lots that were provided by Ms. Clifton, type of properties and the cost of vacant lots, how they can be redeveloped and any additional requirements that the County may have.

The Council is not interested in the location of the Dental office, they are only interested in the residential lots at this time.

Ms. Clifton will draft a letter of interest for the properties to submit to Pittsburg County Treasurer.

Staff Reports

No staff report.

Interim City Manager's Report

Mr. Wimer highlighted that April was another productive month for the City, with continued investment in parks, education partnerships, community engagement, and economic development initiatives. He highlighted one of the months major accomplishments was the completion of the new playground at Rotary Park through a partnership with Choctaw Nation and Game Time Playgrounds that is ADA accessible designed for children of all abilities. The McAlester Regional Airport and McAlester Public Schools continued expanding the community's aviation education partnership through discover flights held at the airport, it provides students with hands-on exposure to aviation, aerospace engineering and skilled trades while preparing them for the future. He stated that the Taxiway Rehabilitation is completed with only a few minor details that need to ensure that are up with the contract. He stated another milestone in April was the restoration and relocation of the Centennial Clock to Arvest Park, originally installed during centennial celebration in 2007. McAlester Tourism also took steps toward pursuing Film Friendly Community designation through the Oklahoma Film and Music office in ongoing efforts to explore future film and entertainment opportunities. Seven Brew opened along with Pho Daily; there is continued progress on Academy Sports and they are currently hiring. Community Development has Land Development Code that will be contracted to help with Community Development.

Remarks and Inquiries by City Council

Councilor Woodley was happy to share that she spent the afternoon at the library project where they will be putting up the glass off Adams st. She also stated and thanked the local foundations partnering with community events for community projects around the City and their collaboration, residents can see the impact and legacy with partnerships it's bringing.

Councilor Stone thanks Interim City Manager, Ken Wimer and the Directors for having a balanced budget for the Fiscal Year 2026/2027, he encourages residents to pack a picnic and spend the day outdoors whether it's at the park or the trails, he added that the June re-sale will

have properties for sale for those that are wanting to purchase and fix up. Lastly, visit travelmcalester.com, if you have an event, contact Tourism to get your event on the website.

Councilor Boatright would like to thank Tommy Hill and his crew who laid the asphalt and commented on how nice the contractor was along with the nice streets. He also stated that he would like an update at the next Council meeting on American Li-Ion.

Mayor's Comments and Committee Appointments

Mayor Few encourages all residents to get into the community and do all events that it has to offer. He was also happy to announce the Movies in the Park are back beginning June 12th, pending confirmation of the movie schedule, it will be posted to travelmcalester.com and tourism pages.

Recess Council Meeting
Councilor Boatright moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilor Gilmore. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Boatright, Beaty, Brooks, Gilmore, Stone, Woodley & Mayor Few
NAY: None

Mayor Few declared the motion carried, and the meeting was recessed at 7:10 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:12 P.M.

Adjournment
There being no further business before the Council, Mayor Few encouraged citizens to help control the pet population and have their pets spayed or neutered. He then declared the meeting adjourned at 7:12 P.M.

ATTEST: _____
Justin Few, Mayor

_____
Cora Middleton, City Clerk

CLAIMS FROM

May 20, 2026

Thru

June 02, 2026

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND					
		I-MA26-338-244686	01 -5865328	INTERNET SERV CENT GAR 338-244686	111931	83.86
		I-MA26-338-267409	01 -5547328	INTERNET SERV OAKHILL CEM 338-267409	111931	64.17
		I-MA26-338-488276	01 -5431328	INTERNET SERV TRNG CTR-CBL 338-48276	111931	129.62
		I-MAY26-338-246041	01 -5431328	INTERNET SERV FIRE ERCP 338-246041	111978	89.91
01-A00454	AMAZON CAPITAL SERVICES					
		I-1CNM-DL3V-H46P	01 -5320202	OPERATING EXP BAGS AND SWABS	000000	27.88
		I-1JH6-4CDQ-RD1	01 -5215202	OPERATING SUP OFFICE SUPPLIES	000000	35.98
		I-1L7N-PXD6-NFJY	01 -5320202	OPERATING EXP BAGS AND SWABS	000000	27.88
01-A00500	AMERICAN MUNICIPAL SERV					
		I-193637	01 -2105	COLLECTION AG APRIL 2026 COURT COLLECTION	000000	3,969.86
01-C00664	CONSTRUCTION INDUSTRIES					
		I-26/27DBOLESRENEWAL	01 -5652330	DUES & SUBSCR LICENSE RENEWALS	000000	35.00
01-C00840	CRAWFORD & ASSOCIATES P					
		I-35297	01 -5215302	CONSULTANTS CONSULTING FEES	000000	940.00
		I-35297	01 -5215302	CONSULTANTS CONSULTING FEES	000000	940.00
01-D00540	DOLESE BROTHERS					
		I-AG26040660	01 -5865218	STREET REPAIR 1 1/2 CRUSHER RUN	000000	1,022.08
		I-AG26059466	01 -5865218	STREET REPAIR SCREENINGS 500 TONS	000000	972.31
01-D00686	FLYNNDO LLC					
		I-INV#22-26	01 -5432308	CONTRACTED SE MEDICAL DIRECTOR SVC'S	007652	1,071.00
01-F00212	AT&T MOBILITY (FIRSTNET					
		I-G05202026	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	111932	2,624.91
		I-G05202026	01 -5215315	TELEPHONE UTI TICKET WRITERS	111932	2,690.81
		I-M05202026	01 -5215315	TELEPHONE UTI MODEMS-PD	111932	1,506.60
01-H00044	HAMMONS, HAMBY & PRICE,					
		I-3371	01 -5214302	CONSULTANTS JUN CONTRACTED LEGAL SVCS	007718	3,900.00
01-I00052	IDEAL CLEANING					
		I-242732	01 -5548308	CONTRACTED SE MAY 26-CLEANING-C.H.,GENE	000000	1,260.00
		I-242732	01 -5551308	CONTRACT SERV MAY 26-CLEANING-FED BLDG	000000	1,200.00
01-J00143	JAMES SUPPLIES, LLC					
		I-07725998	01 -5543203	REPAIRS & MAI CO2 FOR POOLS	000000	64.00
		I-07726516	01 -5542203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	000000	172.14
		I-07726693	01 -5543203	REPAIRS & MAI CO2 FOR POOLS	000000	119.00
01-K00105	KC FARM MACHINERY, INC.					
		I-01-33219	01 -5547203	REPAIRS & MAI REPAIR & MAINT ITEMS	000000	208.50
		I-01-33220	01 -5542316	REPAIRS & MAI REPAIR & MAINT SUPPLIES	000000	255.68

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-O00273	OKLA DEPT OF HEALTH continued					
		I-2026LICENSE#26	01 -5543202	OPERATING SUP ANNUAL POOL LICENSES	000000	75.00
01-O00276	OKLA DEPT OF PUBLIC SAF					
		I-LET-022822	01 -5225349	SOFTWARE MAIN MDT RENTAL	000000	240.00
01-O00427	OKLA UNIFORM BUILDING C					
		I-MAY26BLDGPERMITS	01 -5652336	FEES OUBCC BLDING PERMIT FEE	000000	68.00
01-O00520	OIL-OK INDEPENDENT LIVI					
		I-2025-2026-06092026	01 -5101355	OIL-OK FOR IN JUNE 26-CONTRACTED SVCS	000000	2,000.00
01-O00530	OML-OK MUNICIPAL LEAGUE					
		I-092656	01 -5210331	EMPLOYEE TRAV CMAO BREAKFAST-KEN WIMER	000000	35.00
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-ADD'LGLA140043909	01 -5215322	LIABILITY INS ADD'L PREM PD SPEED TRL	000000	24.00
01-O00561	OMCCA					
		I-7008	01 -5213330	DUES & SUBSCR 2026 ORIENTATION WORKSHOP	000000	50.00
		I-7009	01 -5213330	DUES & SUBSCR 2026 ORIENTATION WORKSHOP	000000	50.00
01-O00598	OSU					
		I-2-6159-CofM	01 -5211331	EMPLOYEE TRAV ACADEMY CE CERT-S.SWIFT	000000	20.00
		I-2-6159-CofM	01 -5211331	EMPLOYEE TRAV ACADEMY CE CERT-K.COY	000000	20.00
01-P00323	PATRICK WALLING dba PIT					
		I-17347	01 -5548203	REPAIRS & MAI REPAIR & MAINTENANCE-CEME	000000	12.00
01-P00420	POSTMASTER					
		I-JUNE26POBOX388	01 -5321202	OPERATING SUP 25/26 ANNUAL PO BOX 388	000000	250.00
		I-JUNE26POBOX578	01 -5321202	OPERATING SUP 25/26 ANNUAL PO BOX 578	000000	398.00
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-MAY26-95168545002	01 -5215313	ELECTRIC UTIL SHOP@MCAL 95168545002	111980	336.05
		I-MAY26-95205457302	01 -5215313	ELECTRIC UTIL 1699 E CA 95205457302	111980	26.23
		I-MAY26-95564769339	01 -5215313	ELECTRIC UTIL MAY 26-WATERWAY TRAIL	111934	300.75
01-Q00035	QUILL OFFICE SUPPLIES,					
		I-49022460	01 -5215202	OPERATING SUP OFFICE SUPPLIES	000000	83.31
		I-49026710	01 -5215202	OPERATING SUP OFFICE SUPPLIES	000000	5.94
01-S00249	MORGAN STANLEY SMITH BA					
		I-06092026-2025-2026	01 -5215110	PENSION - DEF JUNE 2026-GENERAL CONTRIBUTION	000000	22,992.00
01-S00441	SOUTH CENTRAL INDUSTRIE					
		I-064700	01 -5542202	OPERATING SUP 60 GALLON TRASH BAGS	000000	560.00
01-T00540	TREATS SOLUTIONS LLC					

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
KAYLA MARCUM		I-202605207476	02 -4-0-412	WATER TAPS	KAYLA MARCUM:REFUND-WATER TAP	111930	750.00
01-A00362	VYVE BROADBAND						
		I-MAY26-338-244158	02 -5267315	TELEPHONE UTI	1360 E KREBS 338-244158	111978	75.16
01-A00454	AMAZON CAPITAL SERVICES						
		I-1JH6-4CDQ-RD1	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	000000	35.99
		I-1L7N-PXD6-NFJY	02 -5973202	OPERATIING SU	FLOOR CLEANER	000000	56.00
01-B00491	BRENNTAG SOUTHWEST, INC						
		I-BSW700276	02 -5974206	CHEMICALS	CHLORINE	000000	18,921.00
01-B00503	BROKEN ARROW ELECTRIC S						
		I-S3495660.001	02 -5974203	REPAIRS & MAI	REPAIR & MAINT ITEMS	000000	143.34
01-F00212	AT&T MOBILITY (FIRSTNET						
		I-G05202026	02 -5267315	TELEPHONE UTI	CELL PHONE EXP-MPWA	111932	1,392.26
01-I00052	IDEAL CLEANING						
		I-242732	02 -5267308	CONTRACTED SE	MAY 26-CLEANING-WTP	000000	500.00
01-J00143	JAMES SUPPLIES, LLC						
		I-3137416	02 -5973203	REPAIRS & MAI	BOTTLE RENTAL	000000	55.00
01-K00210	KIAMICHI ELECTRIC COOP.						
		I-APR26-10876001A	02 -5267313	ELECTRIC UTIL	APR 26-IND PRK 10876001	111933	87.00
		I-APR26-10876002A	02 -5267313	ELECTRIC UTIL	APR 26-UTM 10876002	111933	431.09
		I-APR26-10876003A	02 -5267313	ELECTRIC UTIL	APR-NSIDE HWY 31 10876003	111933	80.00
01-L00428	LOWE'S CREDIT SERVICES						
		C-998539-QLJHFZ	02 -5974203	REPAIRS & MAI	CREDIT	000000	9.72-
		I-73243	02 -5974203	REPAIRS & MAI	REPAIR & MAINT SUPPLIES	000000	11.64
		I-74029	02 -5975204	SMALL TOOLS	SMALL TOOLS AS NEEDED	000000	66.48
01-O00075	O'REILLY AUTO PARTS						
		I-0230-478309	02 -5974203	REPAIRS & MAI	PARTS & MAINT SUPPLIES	000000	31.56
01-O00556	OMAG-OK MUNICIPAL ASSUR						
		I-CLAIM#218377-1-LN	02 -5267323	DAMAGES	806 W MONROE SEWER BACKUP	000000	1,000.00
01-O00565	OMNI WATER CONSULTANTS,						
		I-23159	02 -5974206	CHEMICALS	MONTHLY CHEMICALS	000000	32,381.49
		I-23171	02 -5974206	CHEMICALS	MONTHLY CHEMICALS	000000	13,013.85
01-Q00035	QUILL OFFICE SUPPLIES,						
		I-49022460	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	000000	83.31
		I-49022460	02 -5974202	OPERATING SUP	OFFICE SUPPLIES	000000	34.96
		I-49026710	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	000000	5.94

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 03 AIRPORT AUTHORITY

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362 VYVE BROADBAND					
	I-MA26-338-488247	03 -5876328	INTERNET SERV AIRPORT 338-488247	111931	89.91
	I-MA26-338-650780	03 -5876328	INTERNET SERV AIRPORT (NEW) 338-650780	111931	166.48
01-A00729 ASCENT AVIATION GROUP,					
	I-17340137	03 -5876308	CONTRACTED SE MAY26-MNLY FUEL TRK LEASE	000000	2,757.00
01-B00357 BLAZING AVIATION, LLC					
	I-59631	03 -5876213	FUEL-AV GAS 1 PHILLIPS X/C AVI 20W50	000000	236.25
	I-59631	03 -5876213	FUEL-AV GAS 1 SHIPPING	000000	54.27
01-F00170 FIRST NATIONAL BANK					
	I-06092026-LN#144316	03 -5876501	LEASE PAYMENT AIRPORT TERMINAL-INTEREST	000000	3,109.72
	I-06092026-LN#144316	03 -5876501	LEASE PAYMENT AIRPORT TERMINAL-PRINCIPLE	000000	4,838.49
01-F00212 AT&T MOBILITY (FIRSTNET					
	I-G05202026	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	111932	94.76
01-P00023 P & K EQUIPMENT, INC					
	I-6364935	03 -5876316	REPAIRS & MAI PARTS- TRACTOR HINGE	000000	44.84
	I-6364935	03 -5876316	REPAIRS & MAI PARTS- HINGE	000000	65.78
	I-6364935	03 -5876316	REPAIRS & MAI PARTS- WELD NUT	000000	7.16
01-S00249 MORGAN STANLEY SMITH BA					
	I-06092026-2025-2026	03 -5876110	PENSION-DEFIN JUNE 2026-AIRPORT CONTRIBUTION	000000	693.83

FUND 03 AIRPORT AUTHORITY TOTAL: 12,158.49

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00664	MHBT-MARSH AND MCLENNAN					
		I-2017216	11 -5220302 CONSULTANTS	YEARLY ACTURIAL SERVICE	000000	11,235.00
			FUND 11	EMPLOYEE RETIREMENT	TOTAL:	11,235.00

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00212	AT&T MOBILITY (FIRSTNET					
		I-G05202026	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	111932	94.76
01-L00084	LANGUAGE LINE SERVICES,					
		I-11892556	29 -5324202	OPERATING SUP TRANSLATION SERVICES	000000	39.77
01-O00276	OKLA DEPT OF PUBLIC SAF					
		I-LET-022822	29 -5324308	CONTRACTED SE TELETYPE RENTAL	000000	455.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-06092026-2025-2026	29 -5324110	PENSION-DEFIN JUNE 2026-E911 CONTRIBUTION	000000	866.67
01-W00392	WINDSTREAM CORPORATION					
		I-INVMAY26	29 -5324315	TELEPHONE UTI MAY 26-911 CO TRUNK LINE	111935	373.88
				FUND 29 E-911	TOTAL:	1,830.08

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S3474222.001	32 -5215207	FIRE DONATION SMOKE DETECTORS	000000	494.71
				FUND 32 GRANTS & CONTRIBUTIONS TOTAL:		494.71

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00417	BLX GROUP, LLC					
		I-42182-5018/052626	38 -5215520 AGENT FEES	PREP-INTERIUM ARBITRAGE	000000	1,500.00
			FUND 38	DEDICATED SALES TAX-MPWA TOTAL:		1,500.00

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00034	SAMSARA INC.					
		I-310519554975809	44 -5225402	SOFTWARE & TE LICENSES-10 UNITS	000000	1,380.60
				FUND 44 TECHNOLOGY FUND	TOTAL:	1,380.60

PACKET : 26900 26901 26908 26909 26918 26939
VENDOR SET: Mult
FUND : 52 CWDG - COMMUNITY WILDFIRE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00212	AT&T MOBILITY (FIRSTNET					
		I-G05202026	52 -5867315	TELEPHONE UTI CELL PHONE EXPENSE-WFM	111932	87.92
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-ADD'LGLA140043909	52 -5867321	AUTO INSURANC ADD'L PREM WFM TRUCK	000000	160.00
				FUND 52 CWDG - COMMUNITY WILDFIRETOTAL:		247.92
				REPORT GRAND TOTAL:		244,073.33

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	02 -5267202	OPERATING SUPPLIES	125.24	16,553	6,931.44				
	02 -5267308	CONTRACTED SERVICES	500.00	25,025	0.00				
	02 -5267313	ELECTRIC UTILITY	598.09	460,000	11,909.61-	Y			
	02 -5267315	TELEPHONE UTILITY	1,870.69	65,000	5,023.08				
	02 -5267323	DAMAGES	1,000.00	1,000	0.00				
	02 -5973202	OPERATIING SUPPLIES	54.22-	10,315	1,414.12				
	02 -5973203	REPAIRS & MAINT SUPPLIES	55.00	9,909	50.96				
	02 -5974202	OPERATING SUPPLIES	34.96	14,739	2,709.35				
	02 -5974203	REPAIRS & MAINT SUPPLIES	176.82	81,552	34,372.16				
	02 -5974206	CHEMICALS	64,316.34	650,000	49,742.11				
	02 -5975204	SMALL TOOLS	66.48	5,493	571.98				
	02 -5975211	WATER METERS	1,235.12	100,000	14,834.79-	Y			
	02 -5975218	STREET REPAIRS & MAINTENAN	1,746.40	259,686	32,027.01				
	02 -5975235	WATER MAIN REPAIR	204.00	250,000	105,201.89				
	03 -5876110	PENSION-DEFINED BENEFIT	693.83	8,326	0.04				
	03 -5876213	FUEL-AV GAS 100 LL	290.52	195,000	36,381.91				
	03 -5876308	CONTRACTED SERVICES	2,757.00	50,000	7,741.14				
	03 -5876315	TELEPHONE UTILITY	94.76	4,486	3,326.45				
	03 -5876316	REPAIRS & MAINTENANCE	117.78	14,583	7,891.62				
	03 -5876328	INTERNET SERVICE	256.39	4,800	1,961.16				
	03 -5876501	LEASE PAYMENT	7,948.21	96,463	9,834.19				
	08 -5549110	PENSION-DEFINED BENEFIT	907.67	10,893	0.96				
	08 -5549315	TELEPHONE UTILITY	58.32	900	220.00				
	11 -5220302	CONSULTANTS	11,235.00	23,000	530.00				
	27 -5655110	PENSION-DEFINED BENEFIT	452.67	5,432	0.04-	Y			
	27 -5655214	TOURISM EXPENSE	166.49	30,240	17,218.79				
	27 -5655315	TELEPHONE & UTILITY	47.38	550	19.00-	Y			
	27 -5655352	KEEP MCALESTER BEAUTIFUL	5,000.00	60,000	0.00				
	27 -5655359	TOURISM EVENTS	2,500.00	100,000	23,200.00				
	29 -5324110	PENSION-DEFINED BENEFIT	866.67	10,400	0.04-	Y			
	29 -5324202	OPERATING SUPPLIES	39.77	2,300	532.45				
	29 -5324308	CONTRACTED SERVICES	455.00	25,000	9,134.80				
	29 -5324315	TELEPHONE UTILITY	468.64	142,606	0.00				
	30 -5211361	DEFENSE CONSULTANT SERVICE	3,895.41	46,745	0.00				
	30 -5211510	CDBG / EDIF DURALINE LOAN	565.00	3,390	0.00				
	30 -5652110	PENSION	484.42	5,813	0.04-	Y			
	32 -5215207	FIRE DONATION EXPENSE	494.71	0	494.71-	Y			
	35 -5862110	PENSION-DEFINED BENEFIT	914.00	12,968	2,000.00				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	417.04	197,500	4,439.54				
	35 -5862315	TELEPHONE UTILITY	94.76	1,550	350.00				
	35 -5862317	EMERGENCY VEHICLES	1,882.85	85,000	18,554.99				
	38 -5215520	AGENT FEES	1,500.00	5,000	2,000.00				
	39 -5321307	POLICE EQUIPMENT	165.00	175,500	8,964.40				
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	1,380.60	60,000	11,045.87				
	46 -5871404	MASTER DRAINAGE	34,220.00	150,000	28,290.52				

FUND	PERIOD	AMOUNT
01	06/2026	74,001.53
02	06/2026	89,453.99
03	06/2026	12,158.49
05	06/2026	0.00
08	06/2026	965.99
09	06/2026	0.00
11	06/2026	11,235.00
14	06/2026	0.00
16	06/2026	0.00
20	06/2026	0.00
24	06/2026	0.00
26	06/2026	0.00
27	06/2026	8,166.54
28	06/2026	0.00
29	06/2026	1,830.08
30	06/2026	4,944.83
31	06/2026	0.00
32	06/2026	494.71
33	06/2026	0.00
34	06/2026	0.00
35	06/2026	3,308.65
36	06/2026	0.00
38	06/2026	1,500.00
39	06/2026	165.00
41	06/2026	0.00
42	06/2026	0.00
43	06/2026	0.00
44	06/2026	1,380.60
46	06/2026	34,220.00
47	06/2026	0.00
48	06/2026	0.00
49	06/2026	0.00
50	06/2026	0.00
51	06/2026	0.00
52	06/2026	247.92
		244,073.33

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Finance
Prepared By: Kara Coy, Chief Accountant
Date Prepared: 05/26/2026

Account Code: 01-5548308
Budgeted Amount: $37,200.00 annually

Subject:
Acceptance of a quote from Ideal Cleaning in the amount of $3,100 per month to provide cleaning services to the City of McAlester facilities.*(Sherri Swift, Chief Financial Officer)*

Recommendation:
Staff recommends accepting the quote from Ideal Cleaning

Discussion:
The City published a "Request for Quote" for cleaning services. One vendor responded and is included in this agenda item. This is the same vendor we have used for the past several years and have had no issues.

Approved By:	Inital	Date
Department Head:	SSwift	5-27-2026
City Manager:	kjw	2 June 26

Exhibits:
Bid Sheet

BID TABULATION SHEET

Commercial Cleaning Services

Bid Opening

Tuesday, May 26, 2026, at 10:00 a.m.

	Bidder	Amount
1.	Ideal Cleaning P.O. Box 656 Krebs, OK 74554	$3,100.00/month
2.		
3.		
4.		
5.		
6.		

Examination of Site

Before submitting a quote, each Contractor can examine the sites and inform himself fully as to all conditions under which the work is to be conducted, or that will in any way affect the work under this contract. Examination of the sites will be by appointment only. Call Norma Dellinger 918-423-9300 Ext. 4932 to set up appointments.

References

All Contractors must furnish references of a minimum of three (3) customers for whom they have performed contracted cleaning services.

1. Oklahoma Heart Hospital
2. Bierkraft
3. Express Personell

Communications

All notices, demands, requests, instructions, approvals, and claims must be submitted in writing.

Subcontractor

The Contractor shall not award any part of the work to any subcontractor.

Termination

The contract may be terminated by either party thirty (30) days subsequent to delivery of notification by certified mail.

Payment of Contract

The Contractor shall submit a monthly invoice for services, this invoice shall be paid on the Wednesday following the council meeting after the date of the invoice. All invoices submitted for payment must be submitted by 9 AM the first Tuesday of the month in order to be paid the second Wednesday of the month. In the event cleaning cannot be done, the Contractor is to bill, at a pro-rated rate, for days and/or weeks cleaning was actually done.

CLEANING DUTIES

City Hall-Daily

- Clean all public restrooms (Private restrooms are the responsibility of person in that office) Clean and sanitize all toilets, sinks, and counters, clean mirrors, refill dispensers, empty trash, sweep and mop.
- Vacuum all carpeted areas (Inside offices once a week if the person in the office approves)

Federal Building
301 E Carl Albert Pkwy

Genealogical Building
113 E Carl Albert Pkwy

Airport
104 Airport Dr.

INSURANCE

The Contractor shall purchase and maintain Workers' Compensation Insurance as subject to Oklahoma State Statute, General Liability Insurance with a $200,000 per occurrence limit and a $1,000,000.00 annual aggregate to protect the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them.

The Contractor shall furnish to the City Certificates of Insurance prior to execution of the Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City. Only companies that have been approved by the Oklahoma Insurance Commission will be accepted.

HOLD HARMLESS

The Contractor shall hold harmless the City from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect or misconduct by the Contractor including any and all employees of the Contractor or City, and citizens coming in or out conducting their business.

TECHNICAL SPECIFICATIONS

Supplies

The City will furnish all paper products and hand soap necessary to replenish all restrooms and trash receptacles.

The Contractor shall furnish all equipment and cleaning products necessary to achieve the sweeping, mopping, vacuuming, glass cleaning, and dusting.

Working Hours

The Contractor shall have a set schedule and time for cleaning each facility. The schedule will be worked out and agreed upon by both the Contractor and the Supervisor of each facility. These times could include after regular business hours.

QUOTE FORM

TO: City of McAlester
PO Box 578
McAlester, OK 74502

FROM: Ideal Cleaning

Date: 05-26-2024

In compliance with your Invitation to Quote, we, the undersigned, hereby propose to furnish all labor, materials, equipment, and incidentals necessary to perform and complete the work for:

COMMERCIAL CLEANING SERVICES RFQ# 2026-005

The Contractor hereby agrees that if a contract is awarded, he will enter into an Agreement with the City starting July 1st, 2026, and the contract will be renewed yearly.

Contractor acknowledges receipt of the following Addenda (if any):

Addendum No. _____ Date Issued: _____
Addendum No. _____ Date Issued: _____

The Contractor agrees to perform all the work described herein in the Contract Documents for the fees entered into the Quote Schedule below.

By submitting this Quote, the Contractor acknowledges that he has had sufficient opportunity to review the Contract Documents and to familiarize himself with all the requirements, limitations, and site conditions.

The Contractor agrees that this Quote shall be good and may not be withdrawn for a period of thirty (30) calendar days following the date of the Quote opening.

Quote Schedule

	Description	Monthly Price (written)	Monthly Price (numbers)
1.	City Hall-Daily	one thousand one hundred	$1,100.00
2.	Federal Building-Daily	one thousand one hundred	$1,100.00
3.	Airport-Daily (2 Buildings)	six hundred fifty	$650.00
5.	Genealogical Building-Weekly	two hundred fifty	$250.00
	TOTAL QUOTE	three thousand one hundred	$3,100.00

Additional Quote Information (as required by Quote Documents):

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Pittsburg)

Jakeya Hearod, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Contractor to submit the attached Quote, affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or existed within 1 (one) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

none

Affiant further states that any such business relationship presently in effect or which existed within 1 (one) year prior to the date of this statement between any officer or director of the Quoting company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: None

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Jakeya Hearod
Affiant's Signature

Jakeya Hearod
Printed Name and Title

Subscribed to and sworn to before me this 26th day of May, 2026.

Erica Winnett
Notary Public

(SEAL)

My Commission Expires: 06/01/2027

My Commission Number: 23007496

ERICA WINNETT
Notary Public, State of Oklahoma
Commission # 23007496
My Commission Expires 06-01-2027

NON-COLLUSION AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Pittsburg)

Jaceyco Hearod, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Contractor to submit the attached Quote. Affiant further states that the Contractor has not been a party to any collusion among Contractors in restraint of freedom of competition by agreement to Quote at a fixed price or to refrain from Quoting; or with any state or city official or employee as to quantity, quality, or price in the prospective contract; or in any discussions between Contractors and any state or city official concerning exchange of money or any other thing of value for special consideration in the letting of a contract.

Jaceyco Hearod
Affiant's Signature

Jaceyco Hearod
Printed Name and Title

Subscribed to and sworn to before me this 26th day of May, 2026.

Erica Winnett
Notary Public

(SEAL)

ERICA WINNETT
Notary Public, State of Oklahoma
Commission # 23007496
My Commission Expires 06-01-2027

My Commission Expires: 06/01/2027

My Commission Number: 23007496

NOTICE OF AWARD

TO: _____

Project Description: COMMERCIAL CLEANING SERVICES RFQ# 2026-005

The owner has considered the quote submitted by you for the above-described work in response to its advertisement for quotes dated _____ and information for contractors.

You are hereby notified that your quote has been accepted for service in the amount of:
$_____

You are required by the Information for Contractors to execute the Agreement and furnish the required a certificate of insurance within ten (10) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy pf the NOTICE OF AWARD to the OWNER.

Dated this ____ day.of _____, 2026.

_____City of McAlester_____
OWNER

By: _____

Title: _____Mayor_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ this ____ day of _____, 2026.

By: _____ Title: _____

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Finance
Prepared By: Sherri Swift, Chief Financial Officer
Date Prepared: 05/27/2026

Account Code: 01-5215301 & 02-5267301
Budgeted Amount: $60,000

Subject:
Approve and authorize the Mayor to sign the annual engagement letter with HSPG & Associates for the FY 26-27 Audit. *(Sherri Swift, Chief Financial Officer)*

Recommendation:

Discussion:

Approved By:	Inital	Date
Department Head:	SSwift	5-27-2026
City Manager:	kjw	2 June 26

Exhibits:
McAlester Engagement Letter-2026

May 22, 2026

To the Honorable Mayor and Members of the City Council and Management
City of McAlester, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the City of McAlester, Oklahoma (the "City") for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2026. This Single Audit Engagement Letter does not cover the McAlester Regional Health Center Authority (the "Authority"), which will be audited by separate auditors. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's discussion and analysis
2) Budgetary comparison information
3) Pension plan and other post-employment benefit schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards
2) Combining and individual fund statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory section

2) Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will make reference to the Authority's auditors in our report on your financial statements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are

required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to

persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons

for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

The audit documentation for this engagement is the property of HSPG & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HSPG & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an outside regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The client portal site through ShareFile is used solely to transmit data and is not intended to store the City's information. The City is responsible for downloading any deliverables and other records from the client portal site that it wishes to retain for its own records at the completion of the engagement. Upon completion of the engagement, data and other content will either be removed from the client portal site or become unavailable to the City within a reasonable time frame.

Andy Cromer is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for this service will be $50,400. This fee does not include any compliance testing required by the Uniform Guidance. If major programs are required to be tested under the Uniform Guidance, each major program will be $9,500. Our fee does not include travel and meals, which will be billed separately up to $500. We may also be required to incur certain fees related to your audit from your financial institutions for responding to audit confirmations. These costs will be billed to the City. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We expect to begin our audit procedures on October 19, 2026. We expect to receive a draft of the City's financial statements by December 7, 2026 and to release our reports and present them to the City Council by December 30, 2026.

Adherence to these milestones is imperative to meet the release date of December 30, 2026. If we find that the necessary trial balances and related supporting schedules prepared by either the City or its external consultants are not reasonably adjusted or are incomplete, or are not provided by the timelines established above, we will push back our expected delivery date and, if necessary, adjust our fees accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council of the City. We will make reference to the component auditor's audit of the Authority in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Sincerely,

HSPG & Associates, P.C.

HSPG & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of McAlester, Oklahoma.

Management signature:_____

Title:_____

Governance signature:_____

Title:_____

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code:
Budgeted Amount:

Subject:
Concur with Oklahoma Municipal Assurance Group (OMAG) denial of Tort Claim No. 218341-1-JM, filed by Marvin Briggs. *(Cora Middleton, City Clerk)*

Recommendation:
Concur with Oklahoma Municipal Assurance Group (OMAG) denial of Tort Claim No. 218341-1-JM, filed by Marvin Briggs. *(Cora Middleton, City Clerk)*

Discussion:
Exhibits: Denial Letters & Notice of Tort Claim

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:		

Exhibits:
M. Briggs Clm. Denial

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 22, 2026

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, Oklahoma 74502-0578

RE:	Member	:	City of McAlester
	Claimant	:	Marvin Briggs
	Date of Loss	:	August 20, 2021
	Claim No.	:	218341-1-JM

Dear Ms. Middleton:

OMAG has completed its investigation regarding the above referenced claim. It is OMAG's recommendation that this claim be denied because OMAG finds no liability on the City of McAlester's part regarding this incident. The City of McAlester is not required nor obligated to take any formal action on this Claim. However, if the City of McAlester opts to do so, please let us know.

Thank you,

Jennifer McCraw

Jennifer McCraw,
Claims Adjuster

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 22, 2026

Marvin Briggs
1809 Nightingale Cir.
McAlester, Oklahoma 74501

RE:	Member	:	City of McAlester
	Claimant	:	Briggs, Marvin
	Claim No.	:	218341-1-JM
	Date of Loss	:	August 20, 2021

Dear Mr. Briggs,

We are closing our file as the Governmental Tort Claims Act, 51 Okla. Stat. Sec. 156 B states:

"Claims against the state or a political subdivision are to be presented within one (1) year of the date the loss occurs. A claim against the state or a political subdivision shall be forever barred unless notice thereof is presented within one (1) year after the loss occurs."

This claim was presented after the one-year time limit had passed.

Sincerely,

Jennifer McCraw

Jennifer McCraw,
Claims Adjuster

cc: City of McAlester

OMAG

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405.657.1400 • 800.234.9461 • FAX 405.657.1401

March 13, 2026

Marvin Briggs
1809 Nightingale Cir.
Mcalester, Oklahoma 74501

Re:	Member	:	City of McAlester
	Claimant	:	Marvin Briggs
	Date of Loss	:	August 8, 2016
	Claim Number	:	218341-1-JM

Dear Mr. Briggs:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Jennifer McCraw
(405) 657-1400
Fax: (405) 657-1401
jmccraw@omag.org

Please note the timeline for the processing of a claim found in Title 51, Section 157 of the Oklahoma Statutes. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

cc: City of McAlester

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the CITY OF McALESTER
Public entity you are filing this claim against.

RECEIVED FEB 20 2026 BY:

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statues Title 51, Section 151-172).

CLAIMANT(S) MARVIN BRIGGS
ADDRESS 1809 NIGHTINGALE CIR
McALESTER, OK 74501

CLAIMANT(S) SOCIAL SECURITY NO. [redacted]
CLAIMANT(S) DATE OF BIRTH [redacted]
PHONE: HOME(918) 916-0569 BUS.(918) 426-4234

Continue on another sheet if needed for any information requested)

1. DATE AND TIME OF INCIDENT 2024/25 ( )a.m. ( )p.m.
2. LOCATION OF INCIDENT 500 N. MAIN
3. DESCRIBE INCIDENT CITY WATER LEAK CAUSED ASPHALT PARKING LOT TO FALL APART.

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES___NO___ If yes, complete this section
Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES___NO___ If so, please give name, address and phone number of company

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) $_____
LIST OTHER DAMAGES CLAIMED $_____
TOTAL BODILY INJURY. . . . . . $_____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME_____ BODY TYPE_____ YEAR_____
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS_____

PROPERTY DAMAGE (Attach repair bills or two estimates) $_____
LIST OTHER DAMAGES CLAIMED $_____
TOTAL PROPERTY . . . . . $_____

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED

6. The names of any witnesses known to you.

Name	Address	Phone Number
DAN BENSON	500 N. MAIN	918-429-9435
RANDY RHODEN	507 W. STONEWALL	918-429-5317

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.
TOTAL CLAIM . . . . . $_____

SIGNATURE(S) DATE

11/06 [redacted]

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on February 20, 20 26

For further information on this claim contact Cora Middleton

(Title) City Clerk, by telephone at (918) 423-9300 Ext. 4956

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Tort Claim form

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.			
2.			
3.			
4.			

Submitted by: Cora Middleton Date February 26, 20 26

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org

Estimate

Oklahoma Paving And Chip Seal
3171 S 129th E Ave
Unit A, Box 1149
Tulsa, OK 74134
Office Phone: (918) 982-9454
Mobile Phone: (918) 884-4583
bethkaskie@gmail.com

Estimate Number: E260302198
Estimate Date: 03/02/2026
Payment Terms: Due On Receipt
Estimate Amount: 106,375.00
Created By: Beth Kaskie

Bill To
Marty Briggs
500 N Main St
McAlester, OK 74501

Ship To
Marty Briggs
500 N Main St
McAlester, OK 74501

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1078	Marty Briggs To remove and replace existing asphalt, add base where needed, compact to 96% compaction, apply tack coat, and pave with three inches of hot asphalt, laid through asphalt paving machine, and then rolled to compaction with steel drummed rollers. Total Cost: $106,375	1.00	106,375.00		106,375.00

Subtotal: $ 106,375.00
Estimate Amount **$ 106,375.00**

ESTIMATE

Prepared For

Briggs Project
500 N. Main in
Mcalester, Oklahoma
(918) 916-0564

Tri City Asphalt

29631 Leo Road
Macomb, Ok 74852
Phone: (405) 593-2760
Email: tricityasphaltokc@gmail.com

Estimate #	357
Date	03/05/2026

Description

$84,500.00

Asphalt parking lot project approximately 12,000 ft.^{2}

• Call okie 811 before we dig.

• Excavate entire parking lot of all debris haul away to nearest dump facility.

• Re-grade existing Sub-grade bring in base as needed machine grade for proper elevation and drainage machine, compact for stabilization.

• Install 3" inches of Type B hot mix asphalt machine roll to compact for smooth finish.

• Install parking lot markings as needed, lines, handicaps, hashmarks, etc apply glass beads for durability and reflection as needed.

• Upon completion cleanup, Job site.

Payments

Start of job $28,100

As work progresses $28,100

On completion $28,300

Note: If customer decides not to dig out an entire lot and dig out areas as needed total price for project $69,000

Guarantee: Labor and materials are covered by a warranty for 1 year
Due to the unpredictable Oklahoma weather, the asphalt warranty will be voided if damage occurs from any weather event or ground shifting (including earthquakes, hail, rain, ice, wind, extreme heat, etc.).
All warranty work must be arranged through the office.
Services can only be performed during normal business hours (Monday to Friday, 8 AM to 5 PM).
This invoice must be presented at the time of service.
Please note that this warranty is non-transferable.

Subtotal	$84,500.00
Total	**$84,500.00**

By signing this document, the customer agrees to the services and conditions outlined in this document.

Briggs Project

Cora Middleton

From: Robert A. Young
Sent: Wednesday, March 4, 2026 8:44 PM
To: Johnny Reich; Cora Middleton; Jared Cottle
Subject: Re: 1ST & JEFFERSON WATER LEAK

This is response to the tort claim filed by Marvin Briggs on North Main St.. I spoke with Mr. Briggs on March 4th, 2026, and found out that his complaint is the following:

Mr. Briggs stated to me, that his tort claim is in response to his parking lot being damaged from a water leak. This leak was located along 1st. St., and between Adams and Jefferson St.'s This leak had occurred for quite some time, as it was unable to be located. Numerous work orders had been issued for said leak, and each time, leak was undetermined found to be from an undetermined origin. At one point, the entire center median on 1st st., was excavated, and line was followed from Jefferson to Adams St., and the leak would disappear from one side to the other as excavation was being done. I originally turned this leak in during December 2023?, when contractors had finished the water line project on Adams st.. Water at that time was coming up to the south of Jefferson street intersection in the center median, 1 block North of Adams st..

In 2024, work began on Drinking Water State Revolving Fund Project 13B. At that time, the Utility Director Nick Manning requested that a new line be installed from Main St., east along the north side of Jefferson, then South on 1st. Street, to the intersection of Adams. Water still continued to seep from the center median. Due to soil conditions, a chlorine residual test was done several times, with varying results from no chlorine detected to traces of chlorine detected. In mid 2025, when the contractor for Project 13B done the tie in for the new line, a leak was found on the east side of 1st st., at Adams st.. The area that water traveled down is basically large rock and soil, which was allowing the water to basically lose chlorine residuals by filtering it as it traveled through the ground.

I went to the address on March 4th, 2026 after speaking to Mr. Briggs and photographed the lot. I am attaching my photographs from today. You can access google earth and go to the location of the given address to compare. November 2022 will show you before construction of Project 13B and the condition of the parking lot. The parking lot is wet due to rain on the date listed with my

photos.

Network:Mar 4, 2026 at 09:27:02 CST
Local:Mar 4, 2026 at 09:27:02 CST
N 34.9368°, W 95.7686°
10° N
500 N Main St
Pittsburg County
N MAIN ST
N A ST
N B ST
McAlester
Maps
N
E
S
W

Network: Mar 4, 2026 at 09:28:18 CST
Local: Mar 4, 2026 at 09:28:18 CST
N 34.9368°, W 95.7685°
130° SE
500 N Main St
Pittsburg County
McAlester
Maps
E
S
N
M

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code:
Budgeted Amount:

Subject:
Indefinitely postpone Notice of Tort Claim No. 218701-1-JM, filed by Tim Mills. *(Cora Middleton, City Clerk)*

Recommendation:
Indefinitely postpone Notice of Tort Claim No. 218701-1-JM, filed by Tim Mills. *(Cora Middleton, City Clerk)*

Discussion:
All Notice of Tort Claims shouid be postponed by the City Council to allow OMAG time to investigate the claim.
Edxhibits: OMAG Acknowledgement letter
Notice of Tort Claim
Photos
Remediaiton quote/invoice
Repair quote/invoice

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:		

Exhibits:
Notice of Tort Claim Tim Mills_Redacted

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 26, 2026

Tim Mills
2225 Green Meadows Circle
Mcalester, Oklahoma 74501

Re:	Member	:	City of McAlester
	Claimant	:	Tim Mills
	Date of Loss	:	May 24, 2025
	Claim Number	:	218701-1-JM

Dear Mr. Mills:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Jennifer McCraw
(405) 657-1400
Fax: (405) 657-1401
jmccraw@omag.org

Please note the timeline for the processing of a claim found in Title 51, Section 157 of the Oklahoma Statutes. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

cc: City of McAlester

RECEIVED
MAY 21 2026

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the CITY OF McALESTER
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statues Title 51, Section 151-172).

CLAIMANT(S) Tim + NANCY MILLS CLAIMANT(S) SOCIAL SECURITY NO. [redacted]
ADDRESS 2225 GREEN MEADOWS CIRCLE CLAIMANT(S) DATE OF BIRTH [redacted]
McAlester, OK 74501 PHONE: CELL (918) 470-7120 BUS. (918) 423-6479

Continue on another sheet if needed for any information requested)

1. DATE AND TIME OF INCIDENT 5-24-25 (X)a.m. ( )p.m.
2. LOCATION OF INCIDENT 2225 GREEN MEADOWS CIRCLE, McAlester
3. DESCRIBE INCIDENT See Attached

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES___ NO X If yes, complete this section
Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES___ NO___ If so, please give name, address and phone number of company

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) $ _____
LIST OTHER DAMAGES CLAIMED $ _____
TOTAL BODILY INJURY . . . . . $ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.
VEHICLE NAME _____ BODY TYPE _____ YEAR _____
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS See attached

PROPERTY DAMAGE (Attach repair bills or two estimates) $ See attached
LIST OTHER DAMAGES CLAIMED $ See attached
TOTAL PROPERTY . . . . . $ See attached

5. NAME OF YOUR INSURANCE CO. | POLICY NO. | AMOUNT CLAIMED | AMOUNT RECEIVED

6. The names of any witnesses known to you.

Name	Address	Phone Number
ERIC ANDERSON	2229 GREEN MEADOWS Circle	918-916-5440
JAMIE PRICE	2221 GREEN MEADOWS Circle	580-230-1640
* many More		

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.
TOTAL CLAIM . . . . . $ 95,000.00 *
* Subject to Mold Inspection

SIGNATURE(S) DATE

11/06 [redacted]

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on May 22, 20 26

For further information on this claim contact Virgil Young

(Title) Safety/Risk Mgmt., by telephone at (918) 423-9300 Ext. 4934

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Cost Estimate Report, Quote for Repairs, 1-800 Water Damage Quote, photos & videos

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.			
2.			
3.			
4.			

Submitted by: Cora Middleton Date May 22, 20 26

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org

TIM & NANCY MILLS

2225 GREEN MEADOWS CIRCLE

MCALESTER, OK 74501

TIM: 918-470-7120

NANCY: 918-424-1989

CITY OF MCALESTER NOTICE OF TORT CLAIM

In the morning hours of Saturday, May 24, 2025, a rain storm hit the McAlester area, and specifically the Green Meadows Addition in north McAlester. Due to wholly inadequate and negligent neighborhood drainage and run-off systems north of Keller, our house at 2225 Green Meadows Circle was flooded by said storm and inadequate/negligent drainage. Parts of the home had approx.. six (6) inches of water. Property damage sustained to sheet rock, trim, flooring, cabinets, doors, etc., as noted in the bids and list below.

See attached photo and video evidence of the same. Claimant reserves the right to supplement with many more photo's and video's from witness neighbors.

See attached Two (2) separate home repair/property damage bids. Said bids are subject to change upon inspection for mold once sheetrock, bathtub, shower, and/or cabinets are removed.

Personal Property damaged & clean up	Value ($)
Kleenex (1 case)	14.98
Paper towels (1 case)	20.93
Toilet paper (1 case)	24.76
Bookcase (home)	100.00
Bookcase (garage)	100.00
Metal shelves (garage)	100.00
End Table	200.00
Books (garage)	100.00
1-800 Water Damage of SE Oklahoma	1426.91
Lost wages – Nancy	466.00
Lost wages: Tim	1000.00
Potting soil & flowers	100.00
TOTAL	3653.58

Cost Estimate Report

Tim and Nancy Mills

McAlester, OK, 74501

2225 Green Meadows Cir.

Date: 05/12/2026

Tim and Nancy Mills

Year 2026 Quarter 1

Unit Detail Report

Prepared By: Robert Schrader Clear Cut Construction and Development

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02	**Existing Conditions**					
024119190725		Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	$625.00	$625.00
Division 02	**Existing Conditions Subtotal**					**$625.00**
Division 04	**Masonry**					
044310451875		Granite carving or bas-relief, from templates or plaster molds, medium price, pinks, browns, etc.	50.00	C.F.	$333.84	$16,692.00
Division 04	**Masonry Subtotal**					**$16,692.00**
Division 06	**Wood, Plastics and Composites**					
062213300380		Moldings, casings, beaded, 3/4" x 4", finger jointed and primed	180.00	L.F.	$7.83	$1,409.40
Division 06	**Wood, Plastics and Composites Subtotal**					**$1,409.40**
Division 09	**Finishes**					
090505202000		Flooring demolition, tile, ceramic, thin set	252.00	S.F.	$2.79	$703.08
090505301000		Walls and partitions demolition, gypsum wallboard, per s.f., nailed or screwed	670.00	S.F.	$0.94	$629.80
092910300390		Gypsum wallboard, on walls, standard, w/compound skim coat (level 5 finish), 1/2" thick	670.00	S.F.	$4.37	$2,927.90
093113109370		Tile, ceramic, 100% recycled glass, earthtones, 12"x12"	252.00	S.F.	$38.71	$9,757.44
093133103270		Ceramic tile, floors, glazed, thin set, color group 1, 12" x 12"	252.00	S.F.	$12.67	$3,195.36
096810109000		Carpet, 20 oz./sq. yd., for tackless, stretched installation, add padding to above, sponge rubber pad	53.00	S.Y.	$13.01	$689.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
096810109100	Carpet pad, sponge rubber, 40-62 oz./sq. yd., 6' w x 60' roll	53.00	S.Y.	$17.26	$914.78
096816104500	Carpet, commercial grade, direct cement, wool, level loop, 50 oz., medium to heavy traffic	53.00	S.Y.	$155.53	$8,243.09
099123720590	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, cut-in by brushwork	2,680.00	L.F.	$1.42	$3,805.60
Division 09 Finishes Subtotal					**$30,866.05**
Division 12 Furnishings					
123223100800	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 1 top drawer, 1 door below, 24" deep, 35" high, 12" wide, excl. countertops	1.00	Ea.	$563.59	$563.59
123223100840	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 1 top drawer, 1 door below, 24" deep, 35" high, 18" wide, excl. countertops	1.00	Ea.	$614.40	$614.40
123223101040	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 4 drawers, 24" deep, 35" high, 18" wide, excl. countertops	2.00	Ea.	$1,002.86	$2,005.72
123223101260	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 2 top drawers, 2 doors below, 24" deep, 35" high, 36" wide, excl. countertops	3.00	Ea.	$606.23	$1,818.69
123223308100	Wood casework vanities, base, 2 door, 30" h x 21" d x 36" w	1.00	Ea.	$864.11	$864.11
123623303900	Countertops, plastic laminate, cutouts for sinks, lavatories	1.00	Ea.	$81.67	$81.67
123661170070	Vanity top, solid surface, center bowl, 22" x 37"	1.00	Ea.	$628.21	$628.21
Division 12 Furnishings Subtotal					**$6,576.39**
Subtotal					**$56,168.84**
General Contractor's Markup on Subs				**15.00%**	**$7,133.71**
Subtotal					**$63,302.55**
General Conditions				**12.00%**	**$7,596.31**
Subtotal					**$70,898.86**
General Contractor's Overhead and Profit				**20.00%**	**$14,179.77**
Grand Total					**$85,078.63**

281964

Invoice

Buck Shot Builders LLC

SOLD TO: Tim Mills	SHIPPED TO: 958 Haas Rd	VIA	
ADDRESS: Green Meadows Dr.	ADDRESS: McAlester OK 74501		
CITY, STATE, ZIP	CITY, STATE, ZIP		

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				5-7-26

Tear out & haul off dump Fee		15,000 00
cabinets		13,000 00
Flooring		10,500 00
granite		10,000 00
labor plumbing		2,000 00
trim materials & labor		8,000 00
cut out & replace estimated 2ft sheetrock		7,500 00
repaint		9,000 00
Sub		75,000 00
Quote is contingent upon not finding any unforseen circumstances inside walls caused by flooding!		
cont fee 20%		15,000 00
		$ 90,000 00

1-800 Water Damage

1-800 Water Damage of SE Oklahoma
310 W. Electric Ave.
McAlester, Ok. 74501
(918)429-5711
tax Id : 85-2761129

Insured: Tim Mills
Property: 2225 Green Meadows Circle
McAlester, OK 74501

E-mail: timmillslaw@hotmail.com

Claim Rep.: Brian Helfenbein

Estimator: Brian Helfenbein

Claim Number: SELF **Policy Number:** PAY **Type of Loss:** Flood

Date Contacted: 5/27/2025 2:00 PM
Date of Loss: 5/27/2025 1:41 PM
Date Inspected: 5/29/2025 1:00 PM

Date Received: 5/27/2025 1:45 PM
Date Entered: 6/1/2025 5:27 PM

Price List: OKMU8X_MAY25
Restoration/Service/Remodel
Estimate: 2025-06-01-1727

1-800 Water Damage

1-800 Water Damage of SE Oklahoma
310 W. Electric Ave.
McAlester, Ok. 74501
(918)429-5711
tax Id : 85-2761129

2025-06-01-1727
Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR @	58.95 =	176.85
2. Haul debris - per pickup truck load - including dump fees	0.70 EA @	144.36 =	101.05

Living Room **Height: 8'**

Missing Wall - Goes to Floor **4' X 6' 8"** **Opens into KITCHEN_DINI**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Tear out wet non-salvageable carpet, no bagging	395.99 SF @	0.36 =	142.56
4. Tear out wet carpet pad, no bagging	395.99 SF @	0.17 =	67.32
5. Clean floor - Light	415.99 SF @	0.33 =	137.28
6. Tear out baseboard	115.59 LF @	0.55 =	63.57
7. Air mover (per 24 hour period) - No monitoring	2.00 EA @	27.23 =	54.46
8. Air mover (per 24 hour period) - No monitoring	2.00 EA @	27.23 =	54.46
9. Air mover (per 24 hour period) - No monitoring	2.00 EA @	27.23 =	54.46
10. Air mover (per 24 hour period) - No monitoring	2.00 EA @	27.23 =	54.46
11. Air mover (per 24 hour period) - No monitoring	2.00 EA @	27.23 =	54.46
12. Tear out tackless strip and bag for disposal	115.59 LF @	1.06 =	122.53

Closet **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Air mover (per 24 hour period) - No monitoring	2.00 EA @	27.23 =	54.46
14. Tear out baseboard	9.67 LF @	0.55 =	5.32
15. Tear out tackless strip and bag for disposal	9.67 LF @	1.06 =	10.25

KITCHEN/DINING **Height: 8'**

Missing Wall - Goes to Floor **4' X 6' 8"** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	1.00 EA @	103.53 =	103.53

CONTINUED - KITCHEN/DINING

DESCRIPTION	QTY	UNIT PRICE	TOTAL
17. Clean floor - Light	150.61 SF @	0.33 =	49.70
18. Air mover (per 24 hour period) - No monitoring	1.00 EA @	27.23 =	27.23

Pantry **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Wall cavity drying-Dctd type (per 24 hr period) No monit.	1.00 DA @	65.73 =	65.73

Laundry Room **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
20. Air mover (per 24 hour period) - No monitoring	1.00 EA @	27.23 =	27.23

Grand Total Areas:

1,741.49	SF Walls	662.92	SF Ceiling	2,404.40	SF Walls and Ceiling
662.92	SF Floor	73.66	SY Flooring	216.35	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	224.35	LF Ceil. Perimeter
662.92	Floor Area	725.05	Total Area	1,741.49	Interior Wall Area
1,311.80	Exterior Wall Area	145.76	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

1-800 Water Damage of SE Oklahoma
310 W. Electric Ave.
McAlester, Ok. 74501
(918)429-5711
tax Id : 85-2761129

Summary for Dwelling

Line Item Total	1,426.91
Replacement Cost Value	**$1,426.91**
Net Claim	**$1,426.91**

Brian Helfenbein

1-800 Water Damage of SE Oklahoma
310 W. Electric Ave.
McAlester, Ok. 74501
(918)429-5711
tax Id : 85-2761129

Recap of Taxes

1-800 Water Damage of SE Oklahoma
310 W. Electric Ave.
McAlester, Ok. 74501
(918)429-5711
tax Id : 85-2761129

Recap by Room

Estimate: 2025-06-01-1727

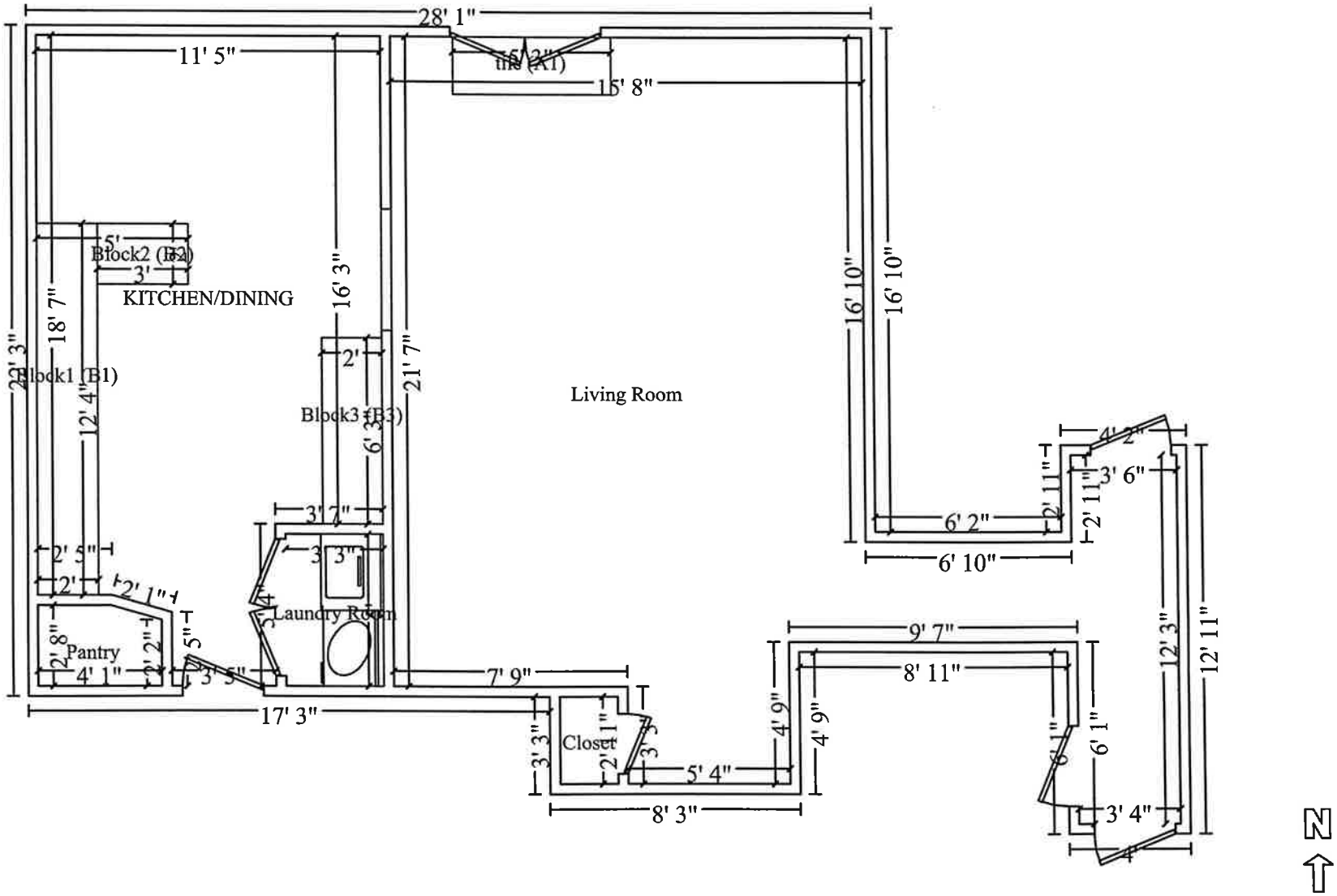
Area: Main Level		
Living Room	277.90	19.48%
Closet	805.56	56.45%
KITCHEN/DINING	70.03	4.91%
Pantry	180.46	12.65%
Laundry Room	65.73	4.61%
	27.23	1.91%
Area Subtotal: Main Level	1,426.91	100.00%
Subtotal of Areas	1,426.91	100.00%
Total	1,426.91	100.00%

1-800 Water Damage

1-800 Water Damage of SE Oklahoma
310 W. Electric Ave.
McAlester, Ok. 74501
(918)429-5711
tax Id : 85-2761129

Recap by Category

Items	Total	%
CLEANING	186.98	13.10%
GENERAL DEMOLITION	512.60	35.92%
WATER EXTRACTION & REMEDIATION	727.33	50.97%
Subtotal	1,426.91	100.00%


28' 1"
11' 5"
15' 8"
Block2 (B2)
KITCHEN/DINING
Block1 (B1)
Living Room
Block3 (B3)
Laundry Room
Pantry
Closet
17' 3"
7' 9"
8' 3"
5' 4"
8' 11"
9' 7"
6' 10"
6' 2"
3' 4"
N

Main Level

HOME
WELCOME

5377

BERBERINE

family

MATE
MATE
HARD FLOOR CLEANER

Books
AQUAFINA
14×30×1

Kitchen
QT
ORDER ON THE QT APP!
sam's club
TABAK

Pop-Tarts
ULTRA SPECIAL
Mtn Dew
sam's club
ORDER ON THE GT APP!

allen + roth
2-Step Stool
HOME
WELCOME

Kitchen
sam's club
C1

PetSafe

WELCOME

shop-vac
pooboo

THUNDER
PLAYOFFS

shop-vac
shop-vac

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code:
Budgeted Amount:

Subject:
Indefinitely postpone Tort Claim No. 218705-1-JM, filed by the City of McAlester. (Cora Middleton, City Clerki)

Recommendation:
Indefinitely postpone Tort Claim No. 218705-1-JM, filed by the City of McAlester. (Cora Middleton, City Clerki)

Discussion:
All Tort Claims should be postponed by the City Council to allow OMAG time to conduct their investigation.
Exhibits: Acknowledgment Letter
Auto Loss Claim form
Vehicle/Equipment Damage Report
Safety Officer statement
Photos
Repair Estimates (2)

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:		

Exhibits:
Tort Claim - 2020 Fd. Explorer PD #70

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 27, 2026

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, Oklahoma 74502-0578

Re:	Vehicle Desc.	:	2020 Ford Explorer
	VIN	:	C63927
	Date of Loss	:	May 21, 2026
	Claim Number	:	218705-1-JM
	Loss Type	:	Comprehensive
	Deductible	:	$500.00

Dear Ms. Middleton:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Jennifer McCraw
(405) 657-1400
Fax: (405) 657-1401
jmccraw@omag.org

We look forward to working with you on this matter. **Please note, there is no deductible owed at this time**. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

This form is for damage to City or Town vehicles *ONLY*. All other General Liability or Auto claims should be reported on the Tort Claim Form.

OMAG AUTO LOSS NOTICE

Today's date: May 26, 20226

Insured: City of McAlester

Date & Time of Incident: May 21, 2026; 11:50 A.M.

Location of Incident: North Business 69 Highway, McAlester

Location of Damaged City Vehicle (place where it can be inspected, if necessary): 1212 N. West Street, Fleet Maintenance Facility

CITY VEHICLE INVOLVED IN INCIDENT:

Year	Make	Model	VIN (last 4 digits)
2020	Ford	Explorer	3927

Description of Damages to City Vehicle: Driver's side front door and glass

Estimated Amount of Damages: estimates attached (Attach estimates if already obtained):

Name of Contact Person: Cora Middleton

Phone Number of Contact Person: (918) 423-9300 ext. 4956

Describe Incident:

Officer was driving south on Business 69 when a deer came from the east and ran into the driver's side door.

Attach related reports (Police, OHP, City Acc. Reports, etc.)

FAX OR MAIL THIS FORM IMMEDIATELY TO:

OMAG Claims Department
4130 N. Lincoln Boulevard
Oklahoma City, OK 73105
FAX: (405) 525-0009
PHONE: (405) 525-6624

CITY OF MCALESTER

VEHICLE AND EQUIPMENT ACCIDENT REPORT

(To be completed by employee operating vehicle/equipment and submitted to the City Clerk's Office within 24 hours)

****

1. Name of Operator at time of Accident: GREG READ
2. Department: POLICE
3. Date of Accident: 5-21-26 Time of Accident: 1150 AM
4. Work Assignment at time of Accident: PATROL
5. Name of City Employee(s) Witnessing Accident: NONE
6. Vehicle Involved in Accident (Make, Year, Vehicle No.)

   2020 FORD EXPLORER UNIT 70 TAG# CI41038
7. Work Activity at Time of Accident: ON PATROL
8. Was another Party Involved in the Accident? Yes____ No X

   If yes, Name(s) of other party_____
9. Damage Estimate:
   a. City Vehicle $ 3000?
   b. Other Vehicle $_____
   c. Other Property $ DEER- DECEASED
10. Was Traffic Citation Issued? Yes____ No X
    a. To Whom_____
    b. Type of Charge_____

11. Have you had any accidents involving city vehicles, equipment before? Yes X No ____
If yes, When POSSIBLY AROUND 5 YEARS AGO
Reason DEER RAN INTO SIDE OF CAR
Action, if any by Supervisor NONE

12. Was there any vehicle/equipment defect that contributed to the accident? Yes ____ No X
If Yes, What way did the defect contribute to accident? ____
If Yes, was the defect reported to Supervisor? Yes ____ No ____

13. Accident Description I WAS DRIVING SOUTH ON BUSINESS 69 APPROACHING NORTH STREET. DEER CAME RUNNING FROM THE EAST AND WENT AIRBORN - CRASHING INTO MY DRIVER SIDE DOOR.

I certify that the information submitted in this report is true and correct to the best of my knowledge and belief.

Employee's Signature [signature] TO Date 05-21-26

****

SUPERVISOR'S REPORT

1. Was there a report of vehicle/equipment defect by employee? Yes ____ No X
Remarks: ____

2. Has employee had previous accident(s)? Yes X No ____
Remarks Deer hit him

3. Additional Comments on Accident ____

I have reviewed the information provided by the employee and find that it is true and correct to the best of my knowledge and belief, and that any exceptions are outlined in my comments above.

Supervisor's Signature [signature] Date 5/21/2026

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

TO: Cora Middleton, City Clerk, City of McAlester

FROM: Virgil Young, Safety and Risk Manager, City of McAlester

LOCATION: Business 69 Highway & E. North St.

SUBJECT: PD-70 Vehicle Incident – Statement of Findings

This Statement of Findings is prepared for internal review and risk management purposes. It is based on information available a the time of investigation and is not intended to constitute an admission of liability by the City or any of its employees.

SUMMARY OF INCIDENT:

On, Thursday, May 21, 2026, an investigation was conducted regarding damage to City vehicle PD-70, a 2020 Ford Explorer, tag # CI41038, assigned to the McAlester Police Department.

The vehicle was being operated by Captain Greg Read at the time of the accident. Based on statements provided and review of the scene, Captain Read was traveling southbound on Business 69 Highway when a deer suddenly entered the roadway from the east side. The deer became airborne and struck the driver's side door of the patrol unit, resulting in the driver's side window being shattered and damage to the driver's side door.

DAMAGE ASSESSMENT:

- **City Vehicle:** Damge to the patrol unit: Estimated repair cost $3,092.80

Photographs of the patrol unit have been obtained and reviewed as part of this investigation and are included for documentation.

FINDINGS: Based upon the information obtained and reviewed, including scene observations, damage assessment and statements, the following findings are made:

1. The collision was determined to be unavoidable.
2. The driver of patrol unit PD-70 was operating the vehicle in a normal and prudent manner at the time of the accident.
3. The driver **did not** contribute to the accident through negligence or improper operation.

CONCLUSION:

Based on available information, the damage to vehicle PD-70 occurred during normal operations. This accident is classified as a **not-at-fault** accident due to the circumstances being considered an act of God involving wildlife entering the roadway unexpectedly. The deer died at the scene as a result of the collision.

BUCK WILSON FRAME & BODY SHOP INC.

Workfile ID: e5d0b32a
Federal ID: 26-0029861

103 E. OKLAHOMA AVE, MCALESTER, OK 74501
Phone: (918) 423-3161
FAX: (918) 423-3416

Preliminary Estimate

Customer: McAlester PD Unit 70

Written By: Jason Wilson

Insured:	McAlester PD Unit 70	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:	Inspection Location:	Insurance Company:
McAlester PD Unit 70	BUCK WILSON FRAME & BODY SHOP INC. 103 E. OKLAHOMA AVE MCALESTER, OK 74501 Repair Facility (918) 423-3161 Business	

VEHICLE

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

VIN:	1FM5K8AW8LGC63927	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:	OK	Production Date:	Condition:	Job #:

TRANSMISSION	Air Conditioning	Search/Seek	Bucket Seats
Automatic Transmission	Intermittent Wipers	Auxiliary Audio Connection	Reclining/Lounge Seats
4 Wheel Drive	Tilt Wheel	**SAFETY**	**WHEELS**
POWER	Cruise Control	Drivers Side Air Bag	Styled Steel Wheels
Power Steering	Rear Defogger	Passenger Air Bag	**PAINT**
Power Brakes	Message Center	Anti-Lock Brakes (4)	Clear Coat Paint
Power Windows	Steering Wheel Touch Controls	4 Wheel Disc Brakes	**OTHER**
Power Locks	Rear Window Wiper	Traction Control	Rear Spoiler
Power Mirrors	Telescopic Wheel	Stability Control	California Emissions
Power Driver Seat	Climate Control	Front Side Impact Air Bags	**TRUCK**
DECOR	Backup Camera	Head/Curtain Air Bags	Trailer Hitch
Dual Mirrors	**RADIO**	Hands Free Device	Trailering Package
Privacy Glass	AM Radio	Xenon or L.E.D. Headlamps	
Overhead Console	FM Radio	**SEATS**	
CONVENIENCE	Stereo	Cloth Seats	

Customer: McAlester PD Unit 70

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT DOOR**							
2	*	Repl	LKQ LT door assy +25%	PB5Z7820125A	1	837.50	1.8	3.4
3			Add for Clear Coat					1.4
4	#		tear down LKQ door		1		4.0	
5	**REAR DOOR**							
6	*	Rpr	LT Door assy				6.0	2.5
7			Overlap Major Adj. Panel					-0.4
8			Add for Clear Coat					0.4
9		R&I	LT Belt molding				0.3	
10		R&I	LT Handle, outside W/INTERCEPTOR				0.4	
11		R&I	LT R&I trim panel				0.4	
12	#	Subl	stripes		1	275.00 X		
13	#		Clean up broken glass		1		0.5	
14	#		Shop Supplies		1	10.00		
15	#	Subl	Hazardous waste removal		1	7.50		
16	#		Cover Car for Primer Paint		1	10.00		0.4
17	#		Corrosion protection primer		1	10.00		
				SUBTOTALS		**1,150.00**	**13.4**	**7.7**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				875.00
Body Labor	13.4 hrs	@	$ 67.00 /hr	897.80
Paint Labor	7.7 hrs	@	$ 67.00 /hr	515.90
Paint Supplies	7.7 hrs	@	$ 65.00 /hr	500.50
Miscellaneous				275.00
Subtotal				3,064.20
Grand Total				**3,064.20**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**3,064.20**

THIS IS AN ESTIMATE OF REPAIR COST. ADDITIONAL CHARGES MAY BE NECESSARY AFTER WORK HAS BEGUN AND HIDDEN DAMAGE IS FOUND. ESTIMATE VALID FOR 30 DAYS. PART PRICE INCREASES MAY OCCUR.

PROMISED DELIVERY DATE MAY CHANGE BASED ON THE AVAILABILTY OF PARTS OR WAIT TIME FOR ANY INSURANCE REINSPECTION. CUSTOMER WILL BE NOTIFIED OF ANY DELAYS AS SOON AS POSSIBLE.

Signed_____.
Date._____.

All our work is guaranteed for as long as you own this vehicle. (Excludes rock chips, scratches and normal wear

items, or incidents determined to be unrelated to this claim.)
Thank You.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF20, CCC Data Date 05/15/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber.
D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Customer: McAlester PD Unit 70

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

BUCK WILSON FRAME & BODY SHOP INC.

103 E. OKLAHOMA AVE, MCALESTER, OK 74501

Phone: (918) 423-3161, Fax: (918) 423-3416

Image Report

Owner:	McAlester PD Unit	Insurance:		Estimator:	Jason Wilson	Vehicle Out:
RO Number:		Claim Number:				
Year:	2020	Color:		License Plate:		Production Date:
Make:	FORD	Body Style:	4D UTV	State:	OK	Mileage In:
Model:	Police Interceptor ...	Engine:	6-3.3L Hybrid Po...	VIN:	1FM5K8AW8LGC63927	Condition:

5/21/2026
Comments:

5/21/2026
Comments:

5/21/2026
Comments:

5/21/2026
Comments:

5/21/2026
Comments:

5/21/2026
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Phone: (918) 423-3161, Fax: (918) 423-3416

Image Report

Owner:	McAlester PD Unit	Insurance:		Estimator:	Jason Wilson	Vehicle Out:
RO Number:		Claim Number:				
Year:	2020	Color:		License Plate:		Production Date:
Make:	FORD	Body Style:	4D UTV	State:	OK	Mileage In:
Model:	Police Interceptor ...	Engine:	6-3.3L Hybrid Po...	VIN:	1FM5K8AW8LGC63927	Condition:

5/21/2026
Comments:

5/21/2026
Comments:

Mcalester Auto Collision LLC

Workfile ID: 8344c022

3804 N 5TH ST, MCALESTER, OK 74501
Phone: (918) 715-3173

Preliminary Estimate

Customer: MPD **Job Number:**

Insured: MPD
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
MPD

Inspection Location:
Mcalester Auto Collision LLC
3804 N 5TH ST
MCALESTER, OK 74501
Repair Facility
(918) 715-3173 Business

Insurance Company:

VEHICLE

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

VIN: 1FM5K8AW8LGC63927
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailering Package

Customer: MPD **Job Number:**

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT DOOR**							
2		Repl	LT Door shell	PB5Z7820125A	1	983.95	5.5	3.4
3			Add for Clear Coat		0	0.00	0.0	1.4
4		Repl	RT Upper hinge	BB5Z7822800C	1	42.23	0.3	0.3
5			Add for Clear Coat		0	0.00	0.0	0.1
6		Repl	LT Upper hinge	BB5Z7822801C	1	43.02	0.3	0.3
7			Add for Clear Coat		0	0.00	0.0	0.1
8	**REAR DOOR**							
9	*	Rpr	LT Door assy		0	0.00	2.5	2.5
10			Overlap Major Adj. Panel		0	0.00	0.0	-0.4
11			Add for Clear Coat		0	0.00	0.0	0.4
12		R&I	LT Belt molding		0	0.00	0.3	0.0
13		R&I	LT Handle, outside W/INTERCEPTOR		0	0.00	0.4	0.0
14		R&I	LT R&I trim panel		0	0.00	0.4	0.0
15	#	Repl	Decal		1	400.00	0.0	0.0
				SUBTOTALS		**1,469.20**	**9.7**	**8.1**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,469.20
Body Labor	9.7 hrs	@	$ 63.00 /hr	611.10
Paint Labor	8.1 hrs	@	$ 63.00 /hr	510.30
Paint Supplies	8.1 hrs	@	$ 62.00 /hr	502.20
Subtotal				3,092.80
Grand Total				**3,092.80**

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Customer: MPD **Job Number:**

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF20, CCC Data Date 05/15/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

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McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code:
Budgeted Amount:

Subject:
Indefinitely postpone Tort Claim No. 218715-1-JM, filed by the City of McAlester. (Cora Middleton, City Clerk)

Recommendation:
Indefinitely postpone Tort Claim No. 218715-1-JM, filed by the City of McAlester. (Cora Middleton, City Clerk)

Discussion:
All Tort Claims should be postponed by the City Council to allow OMAG time to investigate the claim.
Exhibits: OMAG Acknowledgement letter
OMAG Loss form
Vehicle & Equipment Accident Report
Safety Officer Statement of Findings
Repair Estimate
Photo (1)

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:		

Exhibits:
Tort Claim 2018 Gradall

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 28, 2026

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, Oklahoma 74502-0578

Re:	Equip. Desc.	:	GRADALL XL3100 V- EXCAVATOR
	Serial #	:	3120000480
	Date of Loss	:	May 8, 2026
	Claim Number	:	218715-1-JM
	Loss Type	:	Equipment Physical Damage
	Deductible	:	$500.00

Dear Ms. Middleton:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Jennifer McCraw
(405) 657-1400
Fax: (405) 657-1401
jmccraw@omag.org

We look forward to working with you on this matter. **Please note, there is no deductible owed at this time**. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

This form is for damage to City or Town vehicles *ONLY*. All other General Liability or Auto claims should be reported on the Tort Claim Form.

OMAG AUTO LOSS NOTICE

Today's date: May 14, 2026

Insured: City of McAlester

Date & Time of Incident: May 8, 2026

Location of Incident: W. Brewer & N. Hickory St., McAlester

Location of Damaged City Vehicle (place where it can be inspected, if necessary): 1212 N. West St., McAlester, OK

CITY VEHICLE INVOLVED IN INCIDENT:

2018	Gradall	XL3100	0480
Year	Make	Model	VIN (last 4 digits)

Description of Damages to City Vehicle: Back glass

Estimated Amount of Damages: estimates attached (Attach estimates if already obtained):

Name of Contact Person: Cora Middleton

Phone Number of Contact Person: (918) 423-9300 ext. 4956

Describe Incident:

City, Street Department, employee was operating the Gradall when the boom was lowered and made contact with the cab breaking the rear/back glass.

Attach related reports (Police, OHP, City Acc. Reports, etc.)

FAX OR MAIL THIS FORM IMMEDIATELY TO:

OMAG Claims Department
4130 N. Lincoln Boulevard
Oklahoma City, OK 73105
FAX: (405) 525-0009
PHONE: (405) 525-6624

CITY OF McALESTER
VEHICLE AND EQUIPMENT ACCIDENT REPORT

(To be completed by employee operating vehicle/equipment and submitted to the City Clerk's Office within 24 hours.)

* * * * * * * * * * * * *

1. Name of Operator at time of Accident Looper Lapps
2. Department Streets
3. Date of Accident May 8th Time of Accident 7:45
4. Work Assignment at Time of Accident Dig out & refill w Brewer w/ gravel for asphalt
5. Name of City Employee(s) Witnessing Accident _____
6. Vehicle Involved in Accident (Make, Year, Tag #, Vehicle #) Gradall S-38
7. Work Activity at Time of Accident Digging & loading into Dumptruck
8. Was another Party Involved in the Accident? Yes _____ No ✓
   If Yes, Name(s) of other party _____
9. Damage Estimate:
   a. City Vehicle $_____
   b. Other Vehicle $_____
   c. Other Property $_____
   (damage estimates from Central Garage & Police Department)
10. Was Traffic Citation Issued? Yes _____ No ✓
    a. To Whom _____
    b. Type of Charge _____
11. Have you had any accidents involving City vehicles/equipment before?
    Yes ✓ No _____
    If Yes, When last year Reason Broke glass on front loader
    Action, if any, by Supervisor _____
12. Was there any vehicle/equipment defect that contributed to the accident?
    Yes _____ No ✓
    If Yes, What way did the defect contribute to accident? _____

13. Accident Description: Was digging out w Brewer & loading dirt & Broken asphalt into the dumptruck. As I loaded I lowered the Boom & danted the front cab's roof & Breaking the back glass.

I certify that the information submitted in this report is true and correct to the best of my knowledge and belief.

Employee's Signature Cooper Hoppe Date May 8th, 2026

* * * * * * * * * * * * *

SUPERVISOR'S REPORT

1. Was there a report of vehicle / equipment defect by employee?
   Yes _____ No ✓
   Remarks _____

2. Has employee had previous accident(s)? Yes ✓ No _____
   Remarks The last accident he had he was not at fault a Rock rolled down the front of the loader and hit the windshield as it was raised in the air.

3. Additional comments on accident Cooper is fairly new at operating the Gradall, but he has been operating it from time to time in the past, and he is still learning.

I have reviewed the information provided by the employee and find that it is true and correct to the best of my knowledge and belief, and that any exceptions are outlined in my comments above.

Supervisor's Signature Jimmy D Bierman Date 5-8-2026

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

TO: Cora Middleton, City Clerk, City of McAlester

FROM: Virgil Young, Safety and Risk Manager, City of McAlester

LOCATION: W. Brewer & N. Hickory St.

SUBJECT: S-38 Equipment Incident – Statement of Findings

This Statement of Findings is prepared for internal review and risk management purposes. It is based on information available a the time of investigation and is not intended to constitute an admission of liability by the City or any of its employees.

SUMMARY OF INCIDENT:

On Friday, May 8, 2026, an investigation was conducted regarding damage to City Gradall S-38, a hydraulic excavator, assigned to the Street Department.

On Friday, May 8, 2026 at approximately 07:45 a.m., City of McAlester Street Department employee Cooper Capps was operating a Gradall machine while performing loading operations. The employee was loading spoils consisting of dirt and broken asphalt into a dump truck at the work site. During the operation, while lowering the boom of the Gradall, the boom made contact with the edge of the cab roof. The impact caused the rear glass of the Gradall cab to shatter and break out. Work operations were stopped and the equipment was inspected for damage.

DAMAGE ASSESSMENT:

- Damge to the cab roof and shattered rear window.

Photographs of S-38, Gradall have been obtained and reviewed as part of this investigation and are included for documentation.

FINDINGS: Based upon the information obtained and reviewed, including scene observations, damage assessment and statements, the following findings are made:

1. The damage to City equipment S-38 resulted from operator misjudgment of boom clearance during the loading process.
2. The incident is the result of inadequate clearance or failure to maintain proper awareness of surroundings while operating equipment.
3. No injuries were reported as a result of the incident.

CONCLUSION:

Based on available information, the damage to equipment S-38 occurred during normal operations but was compounded by the **failure to maintain proper awareness of surroundings while operating machinery.** Cooper Capps is responsible for the accident due to failure to ensure the path was clear prior to loading the dump truck. This incident is preventable and falls under inattentive equipment operation while loading. This is an **At-Fault** accident.P

KIRBY-SMITH MACHINERY, INC.

142 Powell Street
McAlester, OK 74501
(918) 310-1550

www.kirby-smith.com

Ship To: CUSTOMER PICK UP

Branch		
03 - MCALESTER		
Date	Time	Page
05/12/2026	13:30:10 (O)	1
Account No	Phone No	Est No 01
MCALE003	9184239300	004479
Ship Via	Purchase Order	
Tax ID No		
OK596266	12/31/9999	
		Salesperson
		A78

Invoice To: CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502

ESTIMATE EXPIRY DATE: 06/11/2026

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
Shipping is an estimate subject to change I have to order it from gradall					
80364033	WINDOW REAR		1	667.03	667.03
FI	FREIGHT IN		1	200.00	200.00
				Subtotal:	867.03
				TOTAL:	867.03

Authorization: _____

S-38 Drivers Rear Window

Thank You!
WE APPRECIATE YOUR BUSINESS

AED MEMBER

X _____
Signature indicates acceptance of Terms and Conditions on reverse

Abilene 325-692-6334 | Amarillo 806-373-2826 | Chico 940-678-6046 | Dallas 214-371-7777 | Fort Worth 817-378-0600 | Hewitt 254-261-1370 | Kansas City 913-850-6300 | Lubbock 806-745-2112 | McAlester 918-310-1550 | Odessa 432-333-7000 | Oklahoma City 405-495-7800 | St Louis 314-729-0135 | Tulsa 918-438-1700

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code:
Budgeted Amount:

Subject:
Approve and authorize the Mayor to sign the fiscal year 2026/2027 agreement with Feed The Need Foundation for partial funding of the Senior Nutrition Centers in the Community Services Department. *(Cora Middleton, City Clerk)*

Recommendation:
Approve and authorize the Mayor to sign the fiscal year 2026/2027 agreement with Feed The Need Foundation for partial funding of the Senior Nutrition Centers in the Community Services Department. *(Cora Middleton, City Clerk)*

Discussion:
Exhibit: Agreement with Tentative Budget Justification

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:	kjw	4 June 26

Exhibits:
FY 25-26 Feed the Need agreement

FEED THE NEED
FOUNDATION
FOR RURAL OKLAHOMA

4/13/2026

•••

City of McAlester
PO BOX 578
McAlester, OK 74502

Dear Center Sponsor,

Please find the center sponsor agreement for the upcoming fiscal year (July 1, 2026 through June 30, 2027) with this correspondence. Signed agreements are to be sent via scan to eyoungrd@yahoo.com no later than June 15. Return the hard copy via mail (P.O. Box 100, Wright City, OK 74766) before July 1. Per State policy, services cannot be provided without a signed agreement. Specifically, your site cannot serve meals beginning July 1 if a signed agreement has not been received.

In cooperation with KEDDO, our monitoring agency, we are presenting an agreement with **no changes** in sponsor support.

I am available for questions at (580) 236 3705. Please contact me at any time. Our primary goal is to continue providing vital services to the senior citizens in your community.

Your time, support, and dedication are greatly appreciated and cannot be adequately expressed herein.

Respectfully,

Ellen L. Green Young RD/LD

Ellen L. Green Young, Registered and Licensed Dietitian
Executive Director
P.O. Box 100, Wright City, Oklahoma 74766
580 236 3705 / 580 981 2806 (FAX)/eyoungrd@yahoo.com

Center Sponsor Agreement

This agreement is entered between Feed the Need Foundation for Rural Oklahoma, "FNF OK", and the City of McAlester, "Center Sponsor". It is effective for the one-year period beginning the 1st day of July 2026 and ending the 30th day of June 2027.

In consideration of the mutual promises and covenants herein, FNF OK and the Center Sponsor agree as follows:

I. FNF OK shall provide and be responsible for the following:

A. Reimburse the Center Sponsor on a regular basis to assist in defraying center staff salaries, travel, fringe benefits, and other budgeted center expenses as described in the annual budget.

1. Funds are contingent upon available/continued federal and state funding.
2. Funds dispersed to the Center Sponsor monthly cannot exceed one twelfth (1/12) of the budget without approval and explanation of additional expense detailed in writing on the monthly financial report.
3. Expense reimbursement will not occur unless and until FNF OK receives reimbursement monies from its funding agency for the corresponding month.

II. The Center Sponsor shall provide and be responsible for the following:

A. Provide and be responsible for the local nutrition center facility, bookkeeper, and services pertinent to the operation of the center, agreed annual amount totaling **$22,178.28** to offset all operational expenses and any additional necessary monies. Grantee shall be apportioned **monthly** at a rate of **$1,848.19**. Quarterly and/or annual allotments are not accepted.

B. Responsible for the fire/safety and health standard of the facility and shall assure FNF OK that the facility meets the appropriate and required local and state ordinances, codes, and regulations.

C. Cooperatively interview applicants for center staff employment and, where appropriate, follow FNF OK recommendations for individual (s) to be employed, disciplined, and/or terminated. Withholding reimbursement funds, whole or in part, for failing to comply with policies and procedures by the Center Sponsor is at the discretion of FNF OK, Inc.

D. Include center staff on the Center Sponsor payroll. Center staff are employees of the Center Sponsor. The Center's budget allocates 250 serving days and allowable holidays.

E. Provide all insurances necessary for the facility and its contents.

F. Maintain necessary personnel records for center staff and make these records available to FNF OK for review.

G. Provide necessary personnel for daily operation of the nutrition center and comply with monthly reporting requirements.

H. Provide congregate services, home delivered services, and other appropriate program services on a regularly scheduled basis.

I. Establish hours of operation to accommodate the greatest number of potential participants.

J. Serve meals at least 250 days per year to congregate and home delivered participants.

K. Provide FNF OK the supporting documents and required monthly financial report by the 3rd working day of each month. FNF OK accepts mileage claims and reimburses mileage rate for use of City Sponsor meal delivery vehicles.

III. Duties and Regulation of the Nutrition Center Site Manager include but are not limited to the following:

A. Adhere to policies set forth in the program application and policies of the center sponsor.

B. Responsible to the center sponsor and FNF OK for the timely submission for all records, documents, monthly reports, and other requirements all due to FNF OK no later than the 2nd working day of each month. Reports include but are not limited to: S-19 Report, S-38 Report, Contribution Check (if applicable), KF-1 (contribution sheet), OAA Intake and Update Forms, ADvantage Calendars, OAA Scan Sheets, and Nutrition Education Sign-In Sheets.

C. Where applicable, responsible for the banking and record-keeping of all project donations.

D. Maintain all records and make them available for review by FNF OK as necessary.

E. Responsible for the coordination of staff members, of social activities, of participant transportation to and from the center and any additional activities required by state and federal guidelines.

F. Conduct and complete Intake and Update forms on all congregate and home bound participants according to OAA policy.

G. Attend all site manager meetings and additional training as required by FNF OK.

IV. At any such time FNF OK ceases to provide Title III nutrition services, the center sponsor agrees to dispose of equipment purchased with Title III funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulation as promulgated by the Older Americans Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

In consideration of the promises and covenants stated herein, FNF OK agrees to provide to the center sponsor: administrative assistance, training, other assistance, and supervision necessary to provide, through a congregate nutrition center, all program components required by state and federal laws, rules, and regulations for both a Title III nutrition program and ADvantage.

This agreement is based on the availability of funds from the KEDDO Area Agency on Aging and may be expanded or reduced according to the availability of said funds. FNF OK shall not be liable for program objectives for which funds are not made available.

IN WITNESS WHEREOF, the parties hereto have caused this contractual agreement to be signed by the duly authorized officers:

Feed the Need Foundation for Rural Oklahoma, Inc.:

Ella L. G. Young RDLD

SIGNATURE of Authorized Agent
SIGNATURE DATE **04/13/2026**
Ellen L. Green Young, Registered and Licensed Dietitian
Executive Director

Feed the Need Foundation for Rural Oklahoma, Inc.
P.O. Box 100, Wright City, Oklahoma 74766
580 236 3705 (CELL) / 580 981 2806 (FAX)
eyoungrd@yahoo.com

Center Sponsor:

_____

SIGNATURE of Authorized Agent (above)
SIGNATURE DATE ___/___/ 2026
Print Name of Authorized Agent:

_____

Title of Authorized Agent:

_____

03 19 2026 update

TENTATIVE BUDGET JUSTIFICATION

PROJECT NAME: FNF OK Nutrition Program **SFY 2027**

CATEGORY		TITLE III C-1 Congregate Funding	TITLE III C-2 Homebound Funding	LOCAL FUNDING	NSIP FUNDING	TOTAL Title III less Other FUNDING	Non-Older Americans Act Funding	TOTAL Center Cost
McALESTER - Cooking Site				OAA Program Income and Contributions			Advantage Income Funds	
Site Manager								
Job Family Descriptor: Z20C Level III								
Salary/Pay Band E -								
E Annual $23,294.96 $26,370.60								
Monthly $1,939.58 $2,197.55								
Hourly $12.12 $13.73								
Christina Barnhill (03/01/2018)								
$8.00/hr X 8/hrs/day X 261 days =	16,704	10,189	6,515			16,704	-	16,704
Full Time: 40/hrs/week			-				-	
Longevity		-	-			-	-	-
FICA: 7.65% X 16704	1,278	779	498			1,278	-	1,278
W.C. .53% X 16704	89	54	35			89	-	89
Unemp. 1.5% X 16704	251	153	98			251	-	251
Total Fringe	1,617	986	631	-	-	1,617	-	1,617
Total Site Manager	18,321	11,176	7,145	-	-	18,321	-	18,321
Cook								
Job Family Descriptor: Z20B Level I								
Salary/Pay Band E -								
E Annual $21,788 $23,274								
Monthly $1,815.67 $1,939.50								
Hourly $11.35 $12.12								
Barbara Sparks (8/2023)								
$7.25/hr X 8/hrs/day X 261 days =	15,138	9,234	5,904			15,138	-	15,138
Full Time: 40 /hrs/week			-				-	-
Longevity		-	-			-	-	-
FICA: 7.65% X 15138	1,158	706	452			1,158	-	1,158
W.C. .53% X 15138	80	49	31			80	-	80
Unemp. 1.5% X 15138	227	139	89			227	-	227
	1,465	894	571	-	-	1,465	-	1,465
Total Cook	16,603	10,128	6,475	-	-	16,603	-	16,603
Cook Aide								
Job Family Descriptor: Z20A Level I								
Salary/Pay Band C -								
C Annual $20,750 $22,236.24								
Monthly $1,729.17 $1,853.02								
Hourly $10.81 $11.58								
Stephanie Jacobsen (11/2025)								
$7.25/hr X 8/hrs/day X 261 days =	15,138	9,234	5,904			15,138	-	15,138
Full Time: 40/hrs/week			-				-	
Longevity	-	-	-			-	-	-
FICA: 7.65% X 15138	1,158	706	452			1,158	-	1,158
W.C. .53% X 15138	80	49	31			80	-	80
Unemp. 1.5% X 15138	227	139	89			227	-	227
	1,465	894	571	-	-	1,465	-	1,465
Total Cook Aide	16,603	10,128	6,475	-	-	16,603	-	16,603

Food Transporter								
Job Family Descriptor: F54A Level I								
Salary/Pay Band C -								
C Annual $20,750 $22,236.24								
Monthly $1,729.17 $1,853.02								
Hourly $10.81 $11.58								
Twila Hightower (11/2025)								
$7.25/hr X 4/hrs/day X 261 days =	7,569	4,617	2,952			7,569	-	7,569
Part Time: 20 /hrs/week			-				-	
			-				-	
Longevity		-	-			-	-	-
FICA: 7.65% X 7569	579	353	226			579	-	579
W.C. .53% X 7569	40	24	16			40	-	40
Unemp. 1.5% X 7569	114	69	44			114	-	114
	733	447	286	-	-	733	-	733
Total Food Transporter	8,302	5,064	3,238	-	-	8,302	-	8,302
Custodian								
Job Family Descriptor: F50A Level I								
Salary/Pay Band B -								
C Annual $20,750 $21,018.24								
Monthly $1,729.17 $1,751.52								
Hourly $10.81 $10.95								
Rachel Keltner (10/2022)								
$7.25/hr X 4/hrs/day X 261 days =	7,569	4,617	2,952			7,569	-	7,569
Part Time: 20/hrs/week			-				-	
			-				-	
Longevity		-	-			-	-	-
FICA: 7.65% X 7569	579	353	226			579	-	579
W.C. .53% X 7569	40	24	16			40	-	40
Unemp. 1.5% X 7569	114	69	44			114	-	114
	733	447	286	-	-	733	-	733
Total Custodian	8,302	5,064	3,238	-	-	8,302	-	8,302
intentionally blank								
TOTAL PERSONNEL	68,131	41,560	26,571	-	-	68,131	-	68,131
TRAVEL								
Site Mgr Meetings and Meal Delivery expenses (IRS mileage rate)	13,000	1,950	11,050			13,000	-	13,000
	0		-			0	-	0
TOTAL TRAVEL	13,000	1,950	11,050	-	-	13,000	-	13,000
FOOD & MEAL SUPPLIES (paid out of Admin budget)								
McAlester HDM supplies 181 meals/per day X $.51 X 261 (	24,093	-	15,901	-	-	15,901	8,192	24,093
62 Cong. meals X 2.81 / meal X 250 days =	43,555	43,555	0	0	0	43,555	0	43,555
185 HD meals X 2.81 / meal X 250 days =	129,963	0	41,235	0	44,540	41,235	44,187	129,963
Purchased Meals 60 - 2 daypacks X 104 days	19,843	0	0	0	0	0	19,843	19,843
Congregate Meal supplies 43 meals X $0.25 X 260	2,795							
TOTAL FOOD	220,249	43,555	57,137	-	44,540	100,692	72,222	217,454
RENT & UTILITIES (includes telephone and internet)								
n/a		-	-			0	-	0
	-	-	-			0	-	0
	-	-	-			0	-	0
	-	-	-			0	-	0
			-					
TOTAL RENT & UTILITIES	-	-	-	-	-	-	-	-
Other Costs								
	-	-	-			0	-	0
n/a		-	-			0	-	0
		-	-			0	-	0
	-	-	-			0	-	0
Total Other Costs	-	-	-	-	-	-	-	-
TOTAL COSTS McALESTER SITE	**81,131**	**43,510**	**37,621**	-	-	**81,131**	-	**81,131**
Cost of Site plus Food & Meal Supplies	**301,380**							**301,380**
City Sponsor Grantee (7% Direct Center Expenses)	22,178			22,178				(22,178)
03 19 2026 update								
****TOTAL SFY 2027 NUTRITION BUDGET**								**279,201**

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code:
Budgeted Amount:

Subject:
Accept and place on file the Oklahomans for Independent Living's 2025 1st, 2nd and 3rd Quarterly Reports. (Cora Middleton, City Clerk)

Recommendation:
Accept and place on file the Oklahomans for Independent Living's 2025 1st, 2nd and 3rd Quarterly Reports. (Cora Middleton, City Clerk)

Discussion:
Exhibits: 1st Qtr. Report
2nd Qtr. Report
3rd Qtr. Report

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:	kjw	4 June 26

Exhibits:
City Report 1st Qtr 2025, City Report 2nd Qtr 2025, City Report 3rd 2026

Transportation Program
Quarterly Report
July 1 through September 30, 2025

From July 1 through September 30, 2025 – *OIL has transported 240 citizens to medical appointments, banking, utility companies, shopping, beauty shops, restaurants, mental health services, tribal health services, Social Security, Health Department and Department of Human Services.*

- **During this quarter, OIL provided 739 trips in 47 days.** This included 65 Medical Trips, 52 Recreational Trips, 62 Nutritional Trips, 1 Educational/Employment Trips, 118 Shopping Trips, and 441 Other (Misc.) Trips. At each of those 739 trips, citizens met their essential needs by

- paying a bill, bought groceries or received services that they needed,
- ate a meal or splurged on themselves, family or friends,
- or conducted business or received healthcare.
- All of which generated income for area businesses and the City. Area Citizens, had access to Lift Equipped Public Transportation within our community.

During this quarter, OIL has provided **3,131.2 miles** in public transportation.

The OIL Transportation Program expenses includes the Bus Driver, fringe benefits, insurance, occupancy, phone/utilities and office supply/expense. Fuel and maintenance.

Quarterly Expense

Program Expense: $7,820.20

Fuel cost for this quarter: $1,296.10

Maintenance Repair & Oil Change: $1,384.60

*The bus was in the shop for 1.1/2 weeks during this quarter for repairs to include installation of new vacuum canister & valve; replacement of the blend door actuator, vacuum mode actuator; repair and weld the exhaust..

. **Program Expense Total: $10,500.90**

The OIL Transportation Program is all, that some citizens have in the way of transportation. Without the program, citizens would be secluded to their homes and goods and services would not be received. The continued support of the City of McAlester is appreciated; without it, the program would not exist.

Sincerely,

Pamela Pulchny

Pamela Pulchny
Executive Director

201 E. Cherokee Avenue, McAlester, OK 74501-5329
Phone: 918-426-6220 Fax: 918-426-3245 www.oilok.org
"Serving People with Disabilities and Our Community Since 1985"

Transportation Program
Quarterly Report
October 1 through December 31, 2025

From October 1 through December 31, 2025 – *OIL has transported 402 citizens to medical appointments, banking, utility companies, shopping, beauty shops, restaurants, mental health services, tribal health services, Social Security, Health Department and Department of Human Services.*

- **During this quarter, OIL provided 1,018 trips in 55 days.** This included 97 Medical Trips, 82 Recreational Trips, 59 Nutritional Trips, 0 Educational/Employment Trips, 184 Shopping Trips, and 589 Other (Misc.) Trips. At each of those 1,018 trips, citizens met their essential needs by

- paying a bill, bought groceries or received services that they needed,
- ate a meal or splurged on themselves, family or friends,
- or conducted business or received healthcare.
- All of which generated income for area businesses and the City. Area Citizens, had access to Lift Equipped Public Transportation within our community.

During this quarter, OIL has provided **4,348.10 miles** in public transportation.

The OIL Transportation Program expenses includes the Bus Driver, fringe benefits, insurance, occupancy, phone/utilities and office supply/expense. Fuel and maintenance.

Quarterly Expense

Program Expense: $8,773.32

Fuel cost for this quarter: $1,385.91

Maintenance Repair & Oil Change: $.00

. **Program Expense Total: $10,159.23**

The OIL Transportation Program is all, that some citizens have in the way of transportation. Without the program, citizens would be secluded to their homes and goods and services would not be received. The continued support of the City of McAlester is appreciated; without it, the program would not exist.

Sincerely,

Pamela Pulchny

Pamela Pulchny
Executive Director

201 E. Cherokee Avenue, McAlester, OK 74501-5329
Phone: 918-426-6220 Fax: 918-426-3245 www.oilok.org
"Serving People with Disabilities and Our Community Since 1985"

Transportation Program
Quarterly Report
January 1 through March 31, 2026

From January 1 through March 31, 2026 – *OIL has transported 247 citizens to medical appointments, banking, utility companies, shopping, beauty shops, restaurants, mental health services, tribal health services, Social Security, Health Department and Department of Human Services.*

- **During this quarter, OIL provided 747 trips in 43 days.** This included 89 Medical Trips, 63 Recreational Trips, 66 Nutritional Trips, 0 Educational/Employment Trips, 139 Shopping Trips, and 390 Other (Misc.) Trips. At each of those 747 trips, citizens met their essential needs by

- paying a bill, bought groceries or received services that they needed,
- ate a meal or splurged on themselves, family or friends,
- or conducted business or received healthcare.
- All of which generated income for area businesses and the City. Area Citizens, had access to Lift Equipped Public Transportation within our community.

During this quarter, OIL has provided **3,444.2 miles** in public transportation.

The OIL Transportation Program expenses includes the Bus Driver, fringe benefits, insurance, occupancy, phone/utilities and office supply/expense. Fuel and maintenance.

Quarterly Expense

Program Expense: $8,042.50

Fuel cost for this quarter: $999.33

Maintenance Repair & Oil Change: $2,692.49

*The bus was in the shop for 2 weeks during this quarter for repairs to include installation of tires, mount & balance, oil & filter change; Align front/rear suspension, inspect brakes, pads, rotors front/rear seal.

. **Program Expense Total: $11,734.32**

The OIL Transportation Program is all, that some citizens have in the way of transportation. Without the program, citizens would be secluded to their homes and goods and services would not be received. The continued support of the City of McAlester is appreciated; without it, the program would not exist.

Sincerely,

Pamela Pulchny

Pamela Pulchny
Executive Director

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Phone: 918-426-6220 Fax: 918-426-3245 www.oilok.org
"Serving People with Disabilities and Our Community Since 1985"

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code: 01-5101355
Budgeted Amount: $24,000.00

Subject:
Approve and authorize the Mayor to sign the Fiscal Year 2026/2027 agreement with the Oklahomans for Independent Living (OIL) for their transportation program. *(Cora Middleton, City Clerk)*

Recommendation:
Approve and authorize the Mayor to sign the Fiscal Year 2026/2027 agreement with the Oklahomans for Independent Living (OIL) for their transportation program. *(Cora Middleton, City Clerk)*

Discussion:
Exhibits: Funding Request
Agreement

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:	kjw	4 June 26

Exhibits:
City Cover Letter 26 27, FY 26_20260520151008

OKLAHOMANS
FOR INDEPENDENT LIVING
201 E CHEROKEE AVE | MCALESTER, OK 74501

May 20, 2026

Mr. Dave Andren
City Manager
P.O. Box 578
McAlester, OK 74502

Dear Mr. Andren,

Oklahomans for Independent Living (O.I.L.) is requesting continued annual funding at $24,000 for FY 26/27.

Oklahomans for Independent Living Transportation Programs first priority is to provide accessible, door to door transportation for McAlester's citizens that have disabilities and to the elderly. O.I.L. also provides transportation to the general public. Public Transportation is crucial to our citizens. Below, is a summary of Ridership from July 2025 – March 31, 2026, of services provided. The last quarterly report is pending.

Ridership Report
July 2025 – March 2026

Vehicle Miles: **10,923.50**
(Estimated 12-mile radius)

Passenger Trips: **2,504**

Elderly/Disabled Trips: **2,037**

Medical Trips: **251**

Employment Trips: **1**

Recreation Trips: **197**

Shopping/Personal Trips: **441**

Nutrition Trips: **187**

Other Trips: **1,420**

Total Program Expense Totals for 3 Quarters: $ 32,394.45

O.I.L. is committed to improving mobility and enhancing the lives of those we serve and our community. Submittal of a new 5310 application to the Oklahoma Department of Transportation will occur this year. The current vehicle has met its useful life and maintenance is increasing.

I am available to meet with you to provide additional information as needed. On behalf of the citizens and people with disabilities that are served by O.I.L., I respectfully submit this request for your consideration.

Sincerely,

Pamela Pulchny

Pamela Pulchny,
Executive Director

Cc Mayor Justin Few
Cora Middleton

918-426-6220 v/tdd Fax: 918-426-3245
www.oilok.org
"Serving People with Disabilities and Our Community Since 1986"

AGREEMENT BETWEEN THE CITY OF MCALESTER

AND

OKLAHOMANS FOR INDEPENDENT LIVING

FY 26/27

This Agreement, made and entered into this 1st day of July 2026, by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

It is the intent of the Agreement that OIL is to perform such services as outlined herein:

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and disability awareness training, employment assistance, information and referral, advocacy, peer counseling, independent living skills training, nursing facility transition/diversion and youth transition from school to post-secondary life.

OIL programs serve the counties of Atoka, Coal, Haskell, Latimer, Pittsburg, Hughes, Pushmataha, McIntosh, Le Flore, Choctaw, McCurtain, Johnston, and Okfuskee. The Transportation Program serves the catchment area of McAlester and Krebs.

OIL and the City shall maintain an arrangement for professional contact. This will be in the form of informal discussion by and with the staff of both agencies in order to identify areas of need, gaps in service and to coordinate available resources of both agencies for the benefit of People with Disabilities. Confidentiality standards will be observed.

In performing this agreement Oklahomans for Independent Living acts as an independent contractor and nothing contained in this agreement shall be construed to establish a relationship of agency or employment between said entity and the City.

OIL will contract with the City in providing the following services to the City and the citizens of McAlester:

1) Door-to-door transportation to be provided to individuals with disabilities and elderly persons with functional limitations to facilitate living; twenty-four (24) hour notice is requested, but not required; OIL will provide On-Demand Transportation when it is available;
2) Back-up service to the Community Services Senior Citizens bus service; and

3) Disability information and referrals; and
4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
5) Social and recreational programs for McAlester citizens with disabilities; and
6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and
7) Employment assistance to people with disabilities; and
8) Peer counseling and support groups to promote independence for people with disabilities; and
9) Individual assistance to advocate and encourage independence; and
10) ADA information and assistance for individuals, business and the City to help improve access and compliance with the regulations;
11) Nursing facility transition back into the community or diversion from entering the nursing facility;
12) Youth transition from school and into the workforce and assistance in obtaining secondary education. Provide readiness skills such as resume building, dress for success, job etiquette, and application assistance, job coaching and mentoring.

OIL further agrees to make periodic reports on basic services provided as a benefit to the City and provide an accounting of funds expended for the services provided when requested.

Oklahomans for Independent Living hereby holds harmless and indemnifies the City of McAlester from any claims or actions arising from the performance of this agreement for acts of negligence or wanton conduct of its agents or employees and agrees to keep in force adequate general liability insurance during the term of this agreement to insure against such liability and to provide proof thereof when requested by the City.

The City agrees to provide the following funding to ensure the delivery of public services to citizens with disabilities:

1) The City will provide funding in the amount of $24,000 to assist in the transportation and associated services provided by OIL; and
2) The disbursement of said funds shall be in monthly payments that are determined by taking $24,000 and dividing by 12 for monthly payments in the amount of $2,000.

The term of this agreement shall be for the 2026-2027 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2027, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

This agreement is to be binding upon our administrators, successor, and assigns.

Agreed to and executed the date first written above, irrespective of the actual date of signing.

CITY OF MCALESTER
An Oklahoma Municipal Corporation

_____
Justin Few, Mayor

_____
Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the 1st day of July, 2026.

OKLAHOMANS FOR INDEPENDENT LIVING

X Pamela Pulchny
Pamela Pulchny
Executive Director

Approved as for form and legality:

_____
John T. Hammons, City Attorney

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/03/2026

Account Code:
Budgeted Amount:

Subject:
Approval of Fiscal Year 26/27 Oklahoma Municipal Assurance Group (OMAG) Municipal Liability Protection Plan (MLPP). *(Cora Middleton, City Clerk)*

Recommendation:
Approval of Fiscal Year 26/27 Oklahoma Municipal Assurance Group (OMAG) Municipal Liability Protection Plan (MLPP). *(Cora Middleton, City Clerk)*

Discussion:
OMAG is the City of McAlester's Liability coverage provider. This coverage includes General Liability, Auto Liability, and Auto & Equipment Physical Damage. OMAG also provides other services tp their clients.
Exhibit: 1. FY 26/27 Declarations Page

Approved By:	Inital	Date
Department Head:	CM	06.03.26
City Manager:	kjw	4 June 26

Exhibits:
MCALES~1

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405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan

Declarations Page

1. PLAN MEMBER: **City of McAlester** AGREEMENT NUMBER : **GLA140043910**
   Mailing Address: P.O. Box 578
   McAlester, Oklahoma 74502-0578
2. Plan Period From **7/1/2026 to 7/1/2027 12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE	PREMIUM
GENERAL LIABILITY (PARTS I, IV, V and VII)	
A. Bodily Injury B. Property Damage	$183,142
C. Personal Injury D. Errors and Omissions	
[ ] Prior Acts Coverage	
AUTOMOBILE LIABILITY (PART II)	
E. Bodily and Personal Injury F. Property Damage	$33,745
[X] Hired and Non-owned Automobile Coverage	$161
AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)	
G. Automobile Physical Damage	$58,367
1. Comprehensive	
2. Specified Perils	
3. Collision	
H. Equipment Physical Damage – Per equipment schedule	
[X] Mobile Equipment	$3,676
[X] Auto/Misc. Equipment Blanket Limit: $758,459	$1,138
[X] Mobile Equipment Leased/Rented Limit: $600,000	$1,050
[X] Hired Auto Physical Damage Limit: $150,000	
CYBER BREACH RESPONSE (VI)	
K. First Party & Liability	$2,700
	Total Premium
	$283,979

4. **Limits of Liability for claims which are subject to the GOVERNMENTAL TORT CLAIMS ACT:**
   $75,000 Each Property Damage Loss Per Occurrence **Coverages B, F**
   $250,000 Each Other Loss Per Occurrence **Coverages A, C, D, E**
   $275,000 Sanitary Sewer Overflow Aggregate Per Occurrence **Coverages A, B**
   $2,000,000 Aggregate Per Occurrence **Coverages A, B, C, D, E and/or F**
   Limits of liability for claims which are not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
   $1,000,000 Each Other Loss Per Occurrence **Coverages C, D**
   $2,000,000 Annual Aggregate **Coverages C, D**
   $50,000 Annual Aggregate Combined Single Limit **Coverage K**
   $2,500,000 Pool Annual Aggregate Limit **Coverage K**

5. **DEDUCTIBLES**
   Coverages A, B, E, F: No Deductible, except Sanitary Sewer Overflows and Electrical Disruptions, which are subject to the Deductible of C & D.
   Coverages C, D: **$1,000** Per Occurrence, except Law Enforcement/Jail Related Claims which are subject to a **$5,000** Deductible or the above-mentioned standard Deductible, whichever is greater
   Coverages G, H: Per Schedule
   Coverage K: **$2,000** Per Occurrence

6. This agreement is composed of this Declaration Page, the MLPP Document, Schedules, Forms and Endorsements, if any.

Issue Date: May 14, 2026

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Municipal Liability Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

McAlester Public Works Authority

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Municipal Liability Protection Plan

City/Town: City of McAlester

Mortgagee, Loss Payee and/or Additional Interest Schedule

Okdhs Aging Services Division 50 Ne 23rd St. Oklahoma City, OK 73105	**Certificate Category** Loss Payee
Union Pacific Railroad 1400 Douglas St., Stop 1690 Omaha, NE 68179-1690	**Certificate Category** Certificate Holder
Bancfirst P.O. Box 26883 Oklahoma City, OK 73126-0833	**Certificate Category** Certificate Holder
Thunder Cares Community Foundation 208 Thunder Drive - Chesapeake Energy Area Oklahoma City, OK 73102	**Certificate Category** Certificate Holder
Osage Industries, Inc. Twin Ridge Road, P.O. Box 718 Linn, MO 65051	**Certificate Category** Certificate Holder
Welch State Bank of Welch P.O. Box 129 Welch, OK 74369	**Certificate Category** Loss Payee
Arvest Equipment Finance P.O. Box 11110 Fort Smith, AR 72917	**Certificate Category** Loss Payee
Deere and Company, Isaoa 6600 Nw 86th St. Johnston, IA 50131-6600	**Certificate Category** Loss Payee
First National Bank and Trust Co. of McAlester P.O. Box 948 McAlester, OK 74502	**Certificate Category** Loss Payee
Oklahoma Department of Human Services 2400 N. Lincoln Blvd. Oklahoma City, OK 73105	**Certificate Category** Loss Payee
Kirby Smith Machinery, Inc. 12321 E. Pine St. Tulsa, OK 74116	**Certificate Category** Loss Payee

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Arvest Bank ISAOA/ATIMA P.O. Box 1867 Kennesaw, GA 30156	**Certificate Category** Loss Payee
Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118	**Certificate Category** Certificate of Coverage
Normco Pump & Power LLC 38894 Lake Rd. Shawnee, OK 74801	**Certificate Category** Certificate of Coverage
The American National Red Cross 431 18th Street, NW Washington, DC 20006	**Certificate Category** Certificate Holder

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/03/2026

Account Code:
Budgeted Amount:

Subject:
Approval of Fiscal Year 26/27 Oklahoma Municipal Assurance Group (OMAG) Municipal Property Protection Plan (MPPP). *(Cora Middleton, City Clerk)*

Recommendation:
Approval of Fiscal Year 26/27 Oklahoma Municipal Assurance Group (OMAG) Municipal Property Protection Plan (MPPP). *(Cora Middleton, City Clerk)*

Discussion:
OMAG is the City of McAlester's Property coverage provider. This coverage includes Property, and Equipment Breakdown.
Exhibit: 1. FY 26/27 Declarations Page

Approved By:	Inital	Date
Department Head:	CM	06.03.26
City Manager:	kjw	4 June 26

Exhibits:
McAlester PRO140041510 Dec Page 20260528

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Municipal Property Protection Plan

Declarations Page

1. PLAN MEMBER: **City of McAlester** AGREEMENT NUMBER: **PRO140041510**
   Mailing Address: P.O. Box 578
   McAlester, Oklahoma 74502-0578

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
   From 7/1/2026 to 7/1/2027
3. The Plan Member is a(n) Municipality
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE		PREMIUM
COMMERCIAL PROPERTY COVERAGE		
Buildings and Business Personal Property, per schedule	Limit: $69,079,172	$187,518
Mobile Equipment, per schedule	Limit: $	$
Leased/Rented Equipment	Limit: $	$
Miscellaneous Equipment, per schedule	Limit: $	$
Fine Arts, per schedule	Limit: $	$

EXCESS COVERAGE			
Business Income	$ per occurrence	$ per location	$
Accounts Receivable	$ on premises	$ off premises	$
Valuable Papers	$ on premises	$ off premises	$
Theft/Disapp/ Destr	$ inside	$ outside	$
Earth Movement (Subject to $100,000 Deductible)	Excess Limit:		$

EQUIPMENT BREAKDOWN COVERAGE	
Electrical Power Generating Equipment, per schedule	Included

TOTAL PREMIUM	$187,518

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Issue Date: **May 28, 2026**

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

McAlester Public Works Authority

SCHEDULE OF FORMS

A. Property

Supplemental Coverage Declarations

Property Coverage Form

Replacement Cost

Earth Movement Coverage Form

Flood Coverage Form

Municipal Sales Tax Revenue Coverage Form

Business Income Coverage Form Excluding Extra Expense

Extra Expense Coverage Form

Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form

Builders Risk coverage Form

Leasehold Interest Coverage Form

Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)

Terrorism Coverage Form

Joint or Disputed Loss Agreement

Theft Disappearance and Destruction coverage Form

Crime General Conditions

Equipment Breakdown Coverage Form

General Conditions

B. Equipment Breakdown

Equipment Breakdown Declarations

Equipment Breakdown Insuring Agreement Form

General Conditions

Equipment Breakdown Coverage Form

Exclusion of Certain Computer-Related Losses

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Municipal Property Protection Plan

Equipment Breakdown

Coverages	Limits
Equipment Breakdown Limit	$69,079,172, not to exceed $25,000,000 per occurrence
Property Damage	Included
Business Income ***	$200,000
Contingent Business Income	$25,000
Extra Expense ***	Combined with Business Income
Service Interruption ***	Combined with Business Income
Perishable Goods ***	$100,000
Ordinance & Law	$25,000
Demolition and ICC	$250,000
Expediting Expenses	$250,000
Hazardous Substances	$250,000
CFC Refrigerants	$250,000
Newly Acquired Locations	$500,000
Data Restoration	$100,000
Sanitary Sewer Overflow	$25,000 per occurrence/ $100,000 per aggregate

Coverages	Deductibles
Combined	$5,000

Other Conditions

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. - IC Engine Units over 15 years will be valued at Actual Cash value.

*** Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. ***

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Municipal Property Protection Plan

City/Town: **City of McAlester** AGREEMENT NUMBER: **PRO140041510**

Mortgagee, Loss Payee and/or Additional Interest Schedule

City of McAlester P.O. Box 578 McAlester, OK 74502-0578	**Certificate Category** Mortgagee
First National Bank and Trust Co. of McAlester P.O. Box 948 McAlester, OK 74502	**Certificate Category** Loss Payee
Bancfirst P.O. Box 26883 Oklahoma City, OK 73126-0833	**Certificate Category** Loss Payee
Cit Technology Financing Services, Inc. P.O. Box 979220 Miami, FL 33197-9220	**Certificate Category** Loss Payee
Canon Financial Services, Inc. 14904 Collection Center Dr. Chicago, IL 60693	**Certificate Category** Loss Payee
Willscot 901 S. Bond Street Suite 600 Baltimore, MD 21231	**Certificate Category** Mortgagee
Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118	**Certificate Category** Mortgagee
State of Oklahoma C/O Supplier Registration 2401 N. Lincoln Blvd., Second Floor Oklahoma City, OK 73105	**Certificate Category** Certificate Holder

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/03/2026

Account Code:
Budgeted Amount:

Subject:
Approval of Fiscal Year 26/27 Airport Premises Liability Insurance Renewal with Old Republic Insurance Co./Tedford Insurance. *(Cora Middleton, City Clerk)*

Recommendation:
Approval of Fiscal Year 26/27 Airport Premises Liability Insurance Renewal with Old Republic Insurance Co./Tedford Insurance. *(Cora Middleton, City Clerk)*

Discussion:
Tedford Insurance is the agent for Old Republic Insurance Co., the City of McAlester's Airport Premises Liability insurance provider.
Exhibit: 1. Quote

Approved By:	Inital	Date
Department Head:	CM	06.09.26
City Manager:	kjw	4 June 26

Exhibits:
Old Republic Ins. Co. Airport Renewal

OLD REPUBLIC INSURANCE COMPANY

City of McAlester
2026 / 2027 Premises Liability Quotation

RECEIVED
JUN 0 3 2026
BY:

RE: City of McAlester
Policy Number: PR 002448 18
Expiration Date: July 1, 2026
Renewal

Attached is our quotation on the above captioned insured. Please review and advise if any changes and/or questions. The quotation is based on current information in our file, no losses and no change in exposure.

Our quotation includes the Date Recognition Exclusion Endorsement form 2000a. If the insured would like the option

Also note that you do not have the authority to bind the above insurance. Please contact us if you wish to bind this

Regards,
Lisa Balmert
Associate Underwriter

TYPE	Airport Operator's Liability Insurance
INSURER	OLD REPUBLIC INSURANCE COMPANY
NAMED INSURED	City of McAlester
ADDRESS	Post Office Box 578 McAlester, OK 74502
POLICY PERIOD	July 1, 2026 To July 1, 2027 Both at 12:01 a.m. Local Time at the address of the Named Insured.
POLICY NUMBER	Renewal of PR 002448 18
AIRPORT LOCATION	MLC McAlester Regional Airport

OLD REPUBLIC INSURANCE COMPANY

City of McAlester
2026 / 2027 Premises Liability Quotation

LIMITS OF INSURANCE	Bodily Injury and Property Damage Liability	
	Each Occurrence Limit	$ 1,000,000
	Products - Completed Operations Aggregate Limit	$ 1,000,000
	Malpractice Aggregate Limit	Premises Limit
	Personal / Advertising Injury Aggregate Limit	Premises Limit
	Fire Damage Limit Any One Fire	$ 50,000
	Medical Expense Limit Any One Person	$ 1,000
	Medical Expense Limit Any One Occurrence	$ 5,000
	Hangarkeepers Limit Any One Aircraft	$ 1,000,000
	Hangarkeepers Limit Any One Occurrence	$ 1,000,000
	Non-owned Aircraft Liability	Not Covered

OPTIONAL DEDUCTIBLE $5,000 Each and Every Loss as respects to Hangarkeepers
NIL Each Occurrence NIL Annual Aggregate

ANNUAL PREMIUM $ 3,045 Excluding TRIA (Terrorism) and War/Extended Coverage

PLUS

OPTIONAL COVERAGE $ 305 TRIA (Terrorism)
$ 305 War/Extended Coverage

CONDITIONS Policy form: PR 201/202 (11/01) which includes, inter alia, the following exclusionary clauses: War, Hi-jacking and Other perils exclusion clause, Noise and Pollution and Other Perils exclusion clause, Radioactive Contamination exclusion clause

The following endorsements will be attached to the policy:
PR273 - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion Amendment
PR204 - Amendment of Noise and Pollution & Other Perils
PR210 - Amendment of Deductible Amounts and Conditions
PR212 - Fees and Expenses included within Deductible Endorsement
PR220 - Immunity Waiver Endorsement
PR223 - Deletion of Non-owned Aircraft Liability Coverage
PR237 - Nuclear Risk Exclusion Clause
PR242 - Personal Injury Limitation Endorsement
PR258 - Airport Parachuting Exclusion
PR267 - Medical Expense Occurrence Limit
PA313 - Asbestos Exclusion
2000a - Date Recognition Exclusion Endorsement
CTXGA - Exclusions of Certified Acts of Terrorism
PROKA - Oklahoma Changes
PROKC - Oklahoma Changes – Cancellation and Non-renewal

Old Republic Aerospace quotes and binders are based on our policy provisions, exclusions, conditions, limitations, definitions and endorsements.

OLD REPUBLIC INSURANCE GROUP

OLD REPUBLIC INSURANCE COMPANY

POLICYHOLDER DISCLOSURE- OFFER OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85 % through 2015; 84 % beginning on January 1, 2016; 83 % beginning on January 1, 2017; 82 % beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80 % beginning on January 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

FAILURE TO RETURN THIS SIGNED FORM PRIOR TO POLICY INCEPTION INDICATING AN ELECTION TO PURCHASE TERRORISM COVERAGE AS DEFINED BY THE ACT WILL BE DEEMED YOUR REJECTION OF TERRORISM COVERAGE. HOWEVER, PAYMENT OF THE TERRORISM COVERAGE PREMIUM PRIOR TO POLICY INCEPTION WILL BE DEEMED AN ACCEPTANCE OF THIS OFFER OF TERRORISM COVERAGE.

Please indicate your selection by an ☒:

☐ I hereby elect to purchase terrorism coverage for a prospective premium of $ 305 .

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

City of McAlester
Name of Insured

Policyholder/Applicant's Signature

Old Republic Insurance Company
Name of Insurer

Print Name

Policy Number

Date

07/01/2026
Effective Date

OLD REPUBLIC AEROSPACE, INC.

Old Republic Aerospace, Inc.
1990 Vaughn Road, Suite 350
Kennesaw, GA 30144

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AN ORDINANCE PERTAINING TO FINANCE AND TAXATION, AMENDEDING THE MCALESTER CITY CODE, CHAPTER 98, TAXATION; ARTICLE IV, HOTEL TAX, BY INCREASING THE LODGING TAX TO TEN PERCENT (10.00%) AND BY PERMITTING REVENUES GENERATED THEREFROM TO BE USED FOR TOURISM PROMOTION AND ECONOMIC DEVELOPMENT ACTIVITIES; AND FOR OTHER PURPOSES; PROVIDING FOR AN EFFECTIVE DATE; AND REQUIRING THE FULL TEXT BE PUBLISHED.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of McAlester, Oklahoma, that:

SECTION 1. AMENDATORY. A new section of law to be known as Article IV of Chapter 98 of the City of McAlester Code of Ordinances is hereby amended to read as follows:

Section 98-113. Imposition of Tax; Exemptions

(a) There is hereby levied an excise tax of ~~six~~ ten percent (10%) upon the gross receipts from the furnishing of rooms, except meeting rooms, by a hotel, apartment-hotel, cottage camp, or lodging house open to the public, that is also subject to sales tax, without regard to the length of stay.

(b) The exemptions from the state sales tax enumerated in 68 O.S. §§ 1350 et seq. "Sales Tax Code" are hereby adopted and incorporated herein by reference. To the extent any conflicts in connection with permitted exemptions should arise under this article and the Sales Tax Code. The State Sales Code shall prevail.

(c) The tax to be collected shall be stated and charged separately from the rent and shall be shown separately on any record thereof at the time when the occupancy is arranged or contracted and charged for, and upon every evidence of occupancy or any bill, statement or charge made for such occupancy issued or delivered by the operator. The tax shall be paid by the occupant to the operator as trustees for and on account of the city, and the operator shall be liable for the collection thereof and for the payment of the tax. The operator and any officer of any corporate operation shall be personally liable for the tax collected or required to be collected under this title, and the operator shall have the same right in respect to collecting the tax from the occupant or in respect to nonpayment of the tax by the occupant as if the tax were a part of the rent for the occupancy payable at the same time such tax shall become due and owing, including all rights of eviction, dispossession, repossession and enforcement of any innkeeper's lien that he may have in the event of nonpayment of rent by the occupant; provided, however, that the city shall be joined as a party in any action or proceeding brought by the operator to collect or enforce collection of the tax.

(d) Such taxes, penalty, and interest due hereunder shall always constitute a prior, superior, and paramount claim as against the claim of unsecured creditors and may be collected by suit as any other debt.

(e) The tax imposed by this section shall be paid upon any occupancy on or after August 1, 2001, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to August 1, 2001. Where rent is paid, charged, billed or falls due on either weekly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period after August 1, 2001, and such payment, bill, charge or rent due shall be apportioned on the basis of the ratio of the number of days falling within such portion to the total number of days covered thereby. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the tax collector may, by regulation, provide for credit or refund of the amount of such tax upon application as provided herein.

(f) For the purpose of the proper administration of this article, and to prevent evasion of the tax hereby imposed, it shall be presumed that all rentals are subject to the tax until facts to the contrary are established; and the burden of providing that a rent for occupancy is not taxable hereunder shall be upon the operator or the occupant.

(g) No operator shall advertise or hold out to the public in any manner, directly or indirectly, that the tax imposed by this article is not considered as an element in the rent charged to the occupant.

Section 98-129. Purpose of Revenues

It is hereby declared to be the purpose of this article to provide revenues for the following specific purposes, and no others, to-wit: ~~All taxes collected pursuant to the provisions of this article shall be set aside and used exclusively for the purpose of encouraging, promoting, and fostering the convention and tourism development of the city. Examples of authorized purposes include, but are not limited to:~~

~~(1) Acquiring sites for and/or constructing, enlarging, and maintaining convention centers and/or visitor information centers;~~

~~(2) Advertising and promotional programs to attract tourists and participants to sports and arts and humanity events and other tourist related events, with the intent of generating overnight hotel stays;~~

~~(3) Building, restoring, preserving, and promoting parks or historic sites or museums that will attract tourists.~~

(1) One-half of all revenues collected shall be apportioned and deposited into a Tourism Development Fund, together with interest derived therefrom. The Tourism Development Fund shall be a special revenue fund of the City separate and distinct from the General Fund. All monies in the Tourism Development Fund may be appropriated by the City exclusively for the purposes of encouraging, promoting, and fostering the convention and tourism development of the City, including the operation of City programs and projects intended therefor.

(2) One-half of all revenues collected shall be apportioned and deposited into an Economic Development Fund, together with interest derived therefrom. The Economic Development Fund shall be a special revenue fund of the City separate and distinct from the General Fund. All monies in the Economic Development Fund may be appropriated by the City exclusively for the purposes of encouraging, promoting, and fostering the residential, commercial, and industrial development of the City, including the operation of City programs and projects intended therefor.

SECTION 2. CODIFIICATION. The City Clerk is hereby directed to enter the appropriate changes to the appropriate place in the McAlester City Code of McAlester, Oklahoma, as authorized and approved by this Ordinance.

SECTION 3. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 4. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall come into effect on and after January 1, 2027, subject to the approval of majority of the registered, qualified voters of the City of McAlester, Oklahoma, voting on the same, at the election to be held on November 3, 2026, in the manner prescribed by law.

SECTION 6. PUBLICATION. The City Clerk shall cause the full text of this Ordinance shall be published in its entirety in a legal newspaper in the City of McAlester, Oklahoma, in the manner prescribed by law.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA on THIS _____ DAY OF _____, 20_____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY on THIS _____ DAY OF _____, 20_____.

_____
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE MCALESTER CITY CODE, CHAPTER 38, EMERGENCY MANAGEMENT AND SERVICES; BY ADDING ARTICLE VII, AMBULANCE SERVICE; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILTY, AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY the City Council of the City of McAlester, Oklahoma:

SECTION 1. NEW LAW. Article VII of Chapter 38 to the McAlester City Code is hereby added to read as follows, to-wit:

Chapter 38. Emergency Management and Services
Article VII. Ambulance Service
Section 38-201. Definitions.
As used in this article, the following terms have the following definitions:

AMBULANCE: Any ground vehicle designated and equipped to transport and provide emergency medical patient care to one or more acutely ill or injured persons such ground vehicle at all times meeting the requirements as set forth under the regulations of the Emergency Medical Services Division of Oklahoma State Department of Health.

AMBULANCE SERVICE: The transport component of an emergency medical service system possessing vehicles designed specifically for transport of the critically injured and the sudden illness patient equipped with life supporting supplies and equipment as defined under the provisions of the Emergency Response Systems Development Act (63 OS § 1-2501 *et seq*.) to sustain the patient at the scene and in route to a hospital further such shall be construed and interpreted to include personnel trained in emergency procedures as defined in the afore referenced act and capable of stabilizing the patient at the scene and maintaining that stable condition while transporting the patient.

EMERGENCY PATIENT: An individual who is acutely ill injured or otherwise incapacitated or helpless and who requires emergency medical services.

EMERGENCY TRANSPORT: The movement of an acutely ill or injured patient from the scene to a health care facility or the movement of an acutely ill or injured patient from one health care facility to another healthcare facility (inter-facility).

LANDLORD: Any person, company, corporation, or other entity which owns or manages residential living units and leases the residential living units to tenants and is responsible for payment of the utility bills for the living units.

NON-EMERGENCY TRANSFER: The movement of any patient in an ambulance other than an emergency transfer.

UTILITY CUSTOMER: Shall include all individuals permanently residing together in a residential living unit at a specific location, which living unit has one or more of the following utility services billed directly to one of the individuals residing in the residential living unit: water, sewer, waste management, or stormwater.

Section 38-202. Emergency Medical Service Fee.

A.

1. There shall be an emergency medical service fee. All revenues collected pursuant to the emergency medical service fee, together with all interest thereupon, shall be deposited into the emergency medical service fund.

2. The emergency medical service fee shall be billed to each utility customer monthly, along with the bill for city utility services and such penalties as are now or may hereafter be established for city utility service bills, and shall carry the same due date as now or may hereafter be established for city utility service bills.

3. In the event any utility account shall become delinquent for failure to pay the emergency medical service fee in full when due, all city utility service may be terminated by the city until all delinquent charges shall be paid in full. The provisions for collection of charges provided herein shall be in addition to any rights or remedies which the city may have under the laws of the state of Oklahoma.

B. There is hereby established an emergency medical service fund for the express and sole purpose of funding the operations of pre-hospital medical care and transport for inhabitants and visitors of the City. The fund shall be a separate nontransferable interesting bearing account distinct from the General Fund. Appropriations of monies within the emergency medical services fund shall be determined by the city council through the annual budget process, or by subsequent budget amendments approved by the city council.

Section 38-203. Ambulance Service Established.

A. There is hereby created within the city an ambulance service for the purpose of providing the citizenry of the city and persons in areas adjacent there to as here in after delineated emergency medical services. Provided, until the City Manager designates in writing otherwise, the ambulance service shall be under the direction of the chief of the fire department.

B. The city's ambulance service is hereby designated as the sole provider of emergency ambulance transport within the municipal boundaries pursuant to 63 O.S. § 1-2515. No person or entity may provide emergency ambulance services in the municipal boundaries without the approval of the City.

Section 38-204. Emergency Medical Service Program.

A. There is hereby established an emergency medical service program, to be known as McAlesterCare, which consists of the services, equipment, expertise, and costs of the emergency medical services provided by the city's ambulance service. The purpose of the emergency medical service program is to serve the residents and visitors of the city by providing emergency medical services at a rate equal to existing medical insurance coverages or state or federal health care programs and by a monthly fee for each utility customer of the city.

B. Every utility customer of the city, including all residential, commercial, and industrial customers, shall be included in the emergency medical service program as set forth in this article.

C. Effective July 1, 2026, utility customers of the city shall have included within their utility bill the monthly fee established by Section 38-202 in an amount established by resolution of the city council. Multi-family residential utility customers and landlords within the program shall be billed per month, per occupied residential living unit as determined by the city manager or his designee. There shall be a rebuttable presumption that eighty-five percent (85%) of the total number of residential living units served solely by a single utility bill are occupied. The number of presumed residential units shall be rounded down, but to not less than one. Multi-family residential utility customers and landlords shall provide to the city manager, on or before March 31 of each year or upon request of the city manager, the total number of residential living units owned or operated by the person or entity providing the report, which shall be used to determine the occupancy figure set out in this paragraph.

Section 38-205. Services Provided.

A. For emergency medical service, the following is provided:

1. Upon proper notification, and under the limitations herein set forth, the ambulance service herein provided for shall respond to an emergency patient, as defined herein, within the areas set forth in section 38-203 hereof, upon response providing on-site and transfer emergency medical service to the level of care as mandated herein as well as authorized under the license issued by the Emergency Medical Services Division of the State Department of Health;

2. The emergency transfer herein provided for shall consist solely of vehicular transfer and to medical care facilities lying within the municipal boundaries of the city;

3. The foregoing shall not be construed or interpreted so as to obligate or require the ambulance service to provide emergency medical transport service other than vehicular, nor authorize the incurrence of obligation, therefore. In the event it is determined, onsite, by the emergency medical personnel, or, any health care provider, in such person's sole discretion, that a more advanced level of care or expeditious mode of transport is medically necessary, such alternative advanced level of care or mode of transport shall be considered as being outside the obligations and requirements of this article.

B. Upon proper notification, and under the limitations set forth herein, the ambulance service shall respond to a request for non-emergency medical transport of a non-emergency medical patient, as defined herein, residing within the city , if no other provider is available, and, provided that:

1. The administrative officer in charge of the ambulance service determines that, in his or her judgment and discretion, the city's ability to provide emergency medical service would not be adversely affected by such transfer, and;

2. A charge for such non-emergency medical transport shall be assessed and collected in accordance with a fee schedule as approved by the city council by motion or resolution.

SECTION 2. CODIFICATION. The City Clerk is hereby directed to enter the appropriate changes to the appropriate place in the McAlester City Code of McAlester, Oklahoma, as authorized and approved by this Ordinance.

SECTION 3. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 4. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. EMERGENCY. It being necessary for the preservation of the public health, safety, and welfare, this ordinance shall take effect immediately after its publication as provided by law.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA on THIS _____ DAY OF _____, 20_____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

_____
Justin Few, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 20_____.

_____
John Tyler Hammons, City Attorney

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Human Recourses
Prepared By: WENDY A KNIGHT, HR Director
Date Prepared: 05/26/2026

Account Code: 01-5544308
Budgeted Amount: $18,000.00

Subject:
1. Discussion and possible action to authorize the Mayor to sign a Prisoners Public Works Project Contract with the Oklahoma Department of Corrections for the use of inmate labor crews for FY26-27. (Wendy Knight, Human Resources Director)

Recommendation:
To authorize the Mayor to sign a Prisoners Public Works Project Contract with the Oklahoma Department of Corrections for the use of inmate labor crews for FY26-27.

Discussion:

Approved By:	Inital	Date
Department Head:	WK	06/02/26
City Manager:	kjw	2 June 2026

Exhibits:
FY 26-27 PPWP Application, FY 26-27 PPWP Contract

Application for Prisoner Public Works Program Inmates

All applicants will meet the criteria for PPWP eligibility as set in state statute 57 O.S. § 215. and Oklahoma Department of Corrections Policy (OP-090106, entitled "Prisoner Public Work Contract and Assignment of Inmates to Public Works Programs").

Applicants will be an agency as described in 57 O.S. § 215.

Applicant: City of McAlester

Location: 28 E. Washington Ave

Facility you are requesting PPWP inmates from:

Number of inmates requested: 10

Days PPWP crew will be working: Monday-Friday **Work hours:** TBD

The Oklahoma Department of Corrections (ODOC) requires that all PPWP crew be supervised at a ratio of **one staff** to every **ten inmates**; staff that supervises inmate work crews will complete a background check and attend required ODOC training annually.

Number of staff you will provide for supervision of inmates: 1-10

Provide a detailed description of the work that inmates will be performing (use additional pages, if needed):
Mowing, edging, landscaping; tree limb removal an brush cleanup; painting and cleaning public facilities
trash and roadside cleanup; cemetery maintenance; bulk item removal; water line site cleanup; storm debris

Inmates assigned to jobs that require the use of equipment (lawn mowers, weed eaters, tractors, heavy equipment, welders, etc.) will be provided proper training on their use prior to operating the equipment. This training will be documented for each inmate and be readily available to the ODOC. The inmate will also be provided and will wear protective equipment in accordance with OSHA standards when utilizing equipment. Training and equipment will be provided by the contracting public agency.

Provide a detailed list of equipment inmates will be using (use additional pages, if needed):
Please see attached

Does your agency have qualified staff to provide training? ☒ Yes ☐ No

The contracting public agency will be responsible for the transportation of the PPWP crew to and from the facility.

Does your agency have adequate transportation vehicles? ☒ Yes ☐ No

The completion of this request is not a guarantee that a PPWP crew will be assigned to your agency. Your request will be reviewed and a determination will be made based on the inmate availability at the facility you request as well as the ODOC staff resources needed to provide this crew. If your request is approved you will be asked to complete and sign a PPWP contract with the Oklahoma Department of Corrections.

Signature / Title Date

(R 11/24)

McALESTER OK
Small Town. Big Frontier.

Authorized Hand Tools

The following hand tools are approved for use by inmate work crews under direct supervision:

General Grounds & Maintenance

- Round-point shovels
- Square shovels
- Spades
- Garden (bow) rakes
- Leaf rakes
- Hoes
- Post hole diggers (manual)
- Hand tampers
- Pick mattocks
- Sledgehammers
- Hand saws
- Pruning shears
- Loppers
- Wheelbarrows
- Push/Lobby brooms
- Dust pans
- Litter grabbers
- Hand scrapers
- Mop handles & buckets
- Miscellaneous Power tools with direct supervision. (I.e. Chain saws, grinders, cut off saws)
- Misc. mechanical hand tools (i.e. wrenches, pliers, screwdrivers)
- Putty knives
- Tape measures
- Levels & Carpenter Squares
- Push mowers
- Weed trimmers
- Zero turn mowers

PRISONERS PUBLIC WORKS PROJECT CONTRACT
Oklahoma Department of Corrections

This contractual agreement (hereinafter, "Contract") is entered into by, and between, the Oklahoma Department of Corrections (ODOC) (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester (hereinafter, "Public Agency"), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215. et seq. entitled "Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216.2. to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.

2. The term of this Contract will be for a period beginning on July 1, 2026 and ending on June 30, 2027.

3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: _____.

4. The Public Agency has requested 10 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.

5. The prisoners assigned to this Public Works Project will have the following responsibilities:

   Mowing, edging, landscaping; tree limb removal and brush cleanup; painting and cleaning public facilities; litter pickup and trash collection; roadside cleanup; cemetery maintenance; bulk item removal; water line site cleanup support; storm debris removal assistance.

   The above explanation will include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.

6. The Public Agency agrees to pay to the Department $1485.00 per month. This amount includes the base cost and a ten percent administrative fee. If for an unforeseen circumstance the agency is unable to substantially comply with the agreed upon contract, an addendum to the contract may be

agreed upon by the facility and the public agency to reduce the number of inmates originally agreed upon.

7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.

8. The Department will not provide supervision of prisoners assigned to the Public Works Project.

9. The Department will provide lunches to the prisoners, unless otherwise agreed.

10. The Public Agency will provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project, unless otherwise agreed.

11. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on private property for a public purpose. Labor conducted on private property will be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.

12. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.

13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.

14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a logbook every two hours.

15. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two hours.

16. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes, a prisoner has escaped.

17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided in "Inmate Guidelines and Rules for Prisoner Public Works Program," (OP-090106, Attachment F).

18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within 30 days from the date of the invoice. Any invoice not paid within 60 days from the date of the invoice may result in the Public Agency not receiving prisoners under this Contract until all outstanding invoices are paid in full.

19. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.

20. The Department will have the ultimate responsibility for the security of the prisoners.

21. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.

22. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1.A.4.

23. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Administrative Workers' Compensation Act, (85A. O.S. § 85A-1. et seq.

24. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.

25. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result of the

intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.

26. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Training associated with the use of lawn equipment; power tools and hand tools will meet Occupational Safety and Health Administration (OSHA) and Department of Labor standards, and this training can be conducted without the Department's review of the curriculum. Training associated with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. Under no circumstances will the Public Agency allow a prisoner to operate any equipment, which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with OSHA standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.

27. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.

28. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.

29. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and will utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the facility head of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.

30. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent

jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.

31. The Public Agency understands that inmates are strictly prohibited from access to the Internet. Inmate access to the Internet on a computer or other devise while under the control of the Public Agency is grounds for immediate termination of this contract. Inmates used for work contrary or in excess of the duties provided in this contract is grounds for immediate termination.

32. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved, or until the end of the seven year retention period, whichever is later.

33. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.

34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.

35. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of 30 days from the date the notice of termination is issued by the terminating party.

36. The terms of this Contract may only be amended by agreement of the parties and in writing.

37. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:	For the Public Agency:
	City of McAlester Attn: Wendy Knight
	PO Box 578, McAlester, OK 74502
	Wendy.knight@cityofmcalester.com
(Include email address)	(Include email address)

(R 11/24)

38. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.

39. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.

40. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.

41. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure, OP-090106 entitled "Prisoners Public Work Contract and Assignment of Inmates to Public Works Programs."

42. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.

43. Unforeseen circumstances, such as weather, may require any/all PPWP crews to remain at the facility. The decision to keep crews at the facility will be at the discretion of the facility head.

44. INDEMNIFICATION

    a. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, employees, and prisoners assigned to the Public Agency in relation to the performance or nonperformance of the Agreement.

    b. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.

45. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)

a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.

b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the Public Agency who may have direct contact with the prisoners while performing the requirements of this Contract has:

   i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S. Code § 1997

   ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

   iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.

c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the Contract immediately when violations are found.

46. Signatures:

Department:

Approved By: _____ Date: _____

Name: _____

Title: _____

Public Agency:

Approved By: _____ Date: _____

Name: _____

Title: _____

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Public Works
Prepared By: Samantha Moore, Administrative Assistant
Date Prepared: 05/27/2026

Account Code: 01-5548318
Budgeted Amount: 18,000.00

Subject:
2. Discussion and possible action to authorize the Mayor to sign the maintenance agreement with D & D Elevator for 2026-2027. (*Tommy Hill, Public Works Director)*

Recommendation:
Motion to authorize the Mayor to sign the maintenance agreement with D & D Elevator for 2026-2027.

Discussion:
D & D Elevator Contract
City Attorney Memorandum

Approved By:	Inital	Date
Department Head:	th	5/27/2026
City Manager:	kjw	2 June 26

Exhibits:
D&D Maintenance Agreement, D & D Elevator - City Attorney Letter (1)

D and D Elevator

P.O. Box 330 Alderson Oklahoma 74522

Phone 918-426-1386

Cell 918-470-9751

04/10/2026

To: City of McAlester

Cost of the monthly service is $ 500.00 per unit

per month 3x$500=$1500 a month

All callbacks shall be billed at $478.50 per Hr. plus parts.

D and D will check the following on monthly maintenance.

- ✓ Car door close force
- ✓ Car stopping accuracy
- ✓ Car door reopening devices
- ✓ Emergency car switch
- ✓ Fire phase one
- ✓ Fire phase two
- ✓ Emergency communication device
- ✓ Emergency car light
- ✓ Car floor buttons
- ✓ Car top inspection switch
- ✓ Top emergency stop switch
- ✓ Car top light
- ✓ Inspect and clean elevator hoistway switches
- ✓ Inspect and clean all hoistway doors, tracks, rollers, pickup roller Assembly and door interlocks
- ✓ Inspect and clean car top from debris
- ✓ Inspect and clean and the pit and Jack assembly and buffer assembly
- ✓ Record all oil loss
- ✓ Inspect cars slide guides and roller assemblies

- ✓ Inspect and clen controller starter contacts, relays and terminal wiring blocks
- ✓ Inspect and log oil reservoir level

All elevators shall be cleaned and all State Violations remedied within two months after D&D elevator has signed contract, all work will be billed to customer

This contract shall start on July 01/2026 and run through June 30/2027 Contract may be renewed at City of McAlester request for the next year and will be adjusted by cost-of-living adjustment set by The U.S. Bureau of Labor Statistics Yearly; Contract may be cancelled by customer within 90days of the anniversary date

"Notwithstanding any other provision of this Agreement, the obligations of The City of McAlester are contingent upon the availability and appropriation of funds by McAlester City Counsel. In the event that sufficient funds are not appropriated or otherwise made available to support the continuation of this Agreement, The City of McAlester may terminate this Agreement upon 30 days written notice to D & D Elevator without penalty or further obligation, except for payment of services rendered or goods delivered prior to the effective date of termination."

Van Davenport

City of McAlester

Ken Wimer City manager

RECEIVED
MAY 11 2026

OFFICE *of the* CITY ATTORNEY
City of McAlester

John Tyler Hammons, City Attorney

28 E Washington
McAlester, OK 74501
918-423-9300

MEMORANDUM
Memorandum No. 2026-18

QUESTION BY: Tommy Hill, Public Works Department

DATE: May 11, 2026

SUBJECT: Revised Agreement with D & D Elevator

This office has received your request for a memorandum from the City Attorney in which you ask, in effect, the following question:

Is the Agreement with D & D Elevator legal for city's use?

Yes. Requested revisions made from first request.

No opinion is expressed concerning the desirability or wisdom of the proposed action as the same represents a policy question which is beyond the scope of the City Attorney as the chief legal officer of the City.

Respectfully submitted,

JOHN TYLER HAMMONS
City Attorney

CC: Interim City Manager Ken Wimer
City Clerk Cora Middleton

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Utilities
Prepared By: Kyndall Young, Administrative Assistant
Date Prepared: 05/27/2026

Account Code: 02-5973302
Budgeted Amount: $38,400.00

Subject:
3. Discussion and possible action to approve and authorize the Interim City Manager to sign the Professional Services Agreement for Hardgrave Environmental Management, LLC for Pretreatment Management Consulting for fiscal year 2026-2027 in the amount of $38,400.00. *(Jared Cottle, P.E., Interim Utilities Director)*

Recommendation:
Motion to approve and authorize the Interim City Manager to sign the Professional Services Agreement for Hardgrave Environmental Management, LLC for Pretreatment Management Consulting for fiscal year 2026-2027 in the amount of $38,400.00. *(Jared Cottle, P.E., Interim Utilities Director)*

Discussion:

Approved By:	Inital	Date
Department Head:	JWC	05.27.26
City Manager:	kjw	2 June 26

Exhibits:
HEM Pretreatment Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the _____ day of _____, 2026 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Hardgrave Environmental Management, LLC, an Oklahoma LLC Corporation (herein the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with management of the City of McAlester Pretreatment Program, the latest modification approved by the Oklahoma Department of Environmental Quality on November 16, 2011; (herein the "**Project**"), and

WHEREAS, the services of a competent professional pretreatment management consultant will be required [**for industrial waste surveys, industrial user permitting and compliance monitoring, enforcement action preparation, ODEQ annual reporting and other related services**] for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

The CONSULTANT shall perform those services enumerated in the Scope of Services. The CITY shall pay the CONSULTANT in accordance with the terms of the Fee Proposal in the form attached and made a part hereof as **Exhibit B**. If so specified in the Scope of Services the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

2.00 ADDITIONAL SERVICES

In the event the CITY, in writing, requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the CITY.

3.00 NOTICE TO PROCEED

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

4.00 CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

5.00 CONFLICT OF INTEREST

The CONSULTANT declares that neither the Mayor, nor any Councilmen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

6.00 DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

7.00 ESTIMATES

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT's services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT's experience and qualifications and represent the CONSULTANT's best judgment as a design professional familiar with the construction industry.

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

In the event that the lowest bid received by the CITY is greater than the CITY's budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

9.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

10.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT's services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT's services rendered hereunder.

11.00 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, specifications, and data or programs stored electronically, prepared by CONSULTANT in connection with the provision of professional services under this Agreement shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way whatever in its use of such material.

12.00 CONFERENCES AND VISITS TO SITE

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

13.00 CONSULTANT'S ENDORSEMENT

The CONSULTANT's seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

14.00 CONTROL

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the

CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT's work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

15.00 REVISIONS OF PLANS

It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses. However, in the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, the CONSULTANT will make the necessary revisions as required by the CITY and shall be paid additional compensation as outlined in the Paragraph 2.00 herein, provided that such changes are not required due to any error or omission by the CONSULTANT.

16.00 DELAYS AND EXTENSIONS

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY's sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT's control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT's work. It is agreed that no extension of time will be valid without the CITY's prior written consent, and no such consent is assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT's performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT's work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY's rights or remedies for the CONSULTANT's default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT's fee or reimbursable expense whenever, in the CITY's absolute discretion, the CONSULTANT's work is defective or inadequate, or reasonable evidence exists that the CONSULTANT's work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

17.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

18.00 CLAIMS, LIABILITY AND INDEMNITY

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement, and the CONSULTANT will carry sufficient general liability insurance to provide the above indemnification.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

By: _____

Kenneth J. Wimer, Interim City Manager

["CONSULTANT"]

By: _____

Joseph Hardgrave

Its: Owner

CONSULTANT's Mailing Address:

PO Box 143

Sand Springs, Oklahoma 74063

CONSULTANT's Telephone Number:

(918) 319-8407

CONSULTANT's E-mail Address:

HEM@hardgraveem.com

ATTEST:

By: _____

City Clerk

EXHIBIT A

Hardgrave Environmental Management, LLC **(CONSULTANT)** shall be responsible for:

Routine Scope of Services:

A. Communication of relevant information on environmental aspects and issues with the designated City of McAlester Pretreatment Contact Person as stipulated in the Annual Report.

B. Manage enforcement of Federal, State and local legislation governing industrial-commercial pretreatment.

C. Planning for the collection and analysis of samples, issuance of permits and performance of various clerical functions as necessary to satisfy permit requirements.

D. Planning for the collection of industrial wastewater samples.

E. Inspection of permitted and non-permitted industrial users as required under Program stipulations.

F. Processing and issuing applications for wastewater discharge permits in adherence to Federal/State and local guidelines and standards as required under Program stipulations.

G. Review the industrial pretreatment program for effectiveness, compliance with Federal and State regulations and consistency. Prepare modifications, if required by ODEQ for review and submittal by the CITY.

H. Review industrial wastewater discharge permits for compliance with Federal, State and local regulations. If necessary, reissue modified or new wastewater discharge permits to industrial users.

I. Internal file reviews and audits.

J. Attending Federal/State Regulatory Audits/Inspections and preparation of necessary responses to findings if required for review and submittal by CITY.

K. Significant Noncompliance (SNC) evaluations; SNC publication preparation and suggested administrative enforcement actions, if required for review and issuance by CITY.

L. Annual Report preparation and submittal to ODEQ.

M. Training of City personnel as requested by accompaniment during routine activities.

N. Any other additions required routine pretreatment program operations.

O. Planning, coordinating and developing Technically Based Local Limits (TBLLs) for the City of McAlester **(CITY)** Wastewater Treatment Plants as may be required by the Oklahoma Department of Environmental Quality (ODEQ).

EXHIBIT B

Fee Proposal for Routine Services: Hardgrave Environmental Management, LLC **(CONSULTANT)** agrees to perform those services enumerated in the Routine Scope of Services (Exhibit A) for and in consideration of the sum of Thirty-Eight thousand Four hundred dollars ($38,400.00) shall be paid to CONSULTANT on a monthly basis in twelve equal amounts of Three thousand Two hundred dollars ($3,200.00) each;

The term of this Agreement shall be twelve (12) months commencing on July 1, 2026, and ending June 30, 2027.

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Finance
Prepared By: Sherri Swift, Chief Financial Officer
Date Prepared: 06/01/2026

Account Code: MPWA and Emergency Fund
Budgeted Amount: $250,000.00

Subject:
4. Discussion and possible action to approve an ordinance amending Ordinance 2845, which established the budget for fiscal year 2025-2026; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Sherri Swift, Chief Financial Officer)*

Recommendation:
A motion to approve the budget amendment ordinance

Discussion:
The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for the fiscal year.

Approved By:	Inital	Date
Department Head:	SSwift	6-01-2026
City Manager:	kjw	2 June 26

Exhibits:
25-26 Ord No Budget Amendment 5-28-2026 for 6-09-2026, Budget Amendment 5-28-2026 for Council Meeting 6-09-2026

ORDINANCE NO. 2845

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2845 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2845 setting forth the Budget for Fiscal Year 2025-2026 beginning July 1, 2025, and ending June 30, 2026, and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2025-2026 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:

SECTION 1: The proposed amendment to the FY 2025-2026 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 & A-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2025-2026 Budget.

SECTION 2: All portions of the existing FY 2025-2026 Budget, Ordinance No. 2845 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5**:** That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2026.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Justin Few, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
John Tyler Hammons, City Attorney

Exhibit A-1

City of McAlester
Budget Amendment - FY 2025-2026
MPWA
May 28, 2026

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
						-
02	40999		Fund Balance		250,000	250,000
						-
						-
						-
						-
						-
						-
			Total		250,000	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	5267629	Interdepartmental	Transfer to Emergency Fund		250,000	250,000
						-
						-
						-
					250,000	

FUND INFORMATION

Original Budget - Revenues ***	$	13,039,552
Amendments		250,000
Current Budget - Revenues	**$**	**13,289,552**
Original Budget - Expenditures	$	13,222,849
Amendments		250,000
Current Budget - Expenditures	**$**	**13,472,849**

*** Does not include appropriated fund balance.

Approved by the City Council this
May 28, 2026

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Transfer funds from MPWA to Emergency Fund

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1126-026

Exhibit A-2

City of McAlester
Budget Amendment - FY 2025-2026
Emergency Fund
May 28, 2026

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
						-
40	40721		Transfer From MPWA		250,000	250,000
						-
						-
						-
						-
						-
						-
			Total		250,000	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
						-
						-
						-
						-
					-	

FUND INFORMATION

Original Budget - Revenues ***	$	-
Amendments		250,000
Current Budget - Revenues	**$**	**250,000**
Original Budget - Expenditures	$	-
Amendments		-
Current Budget - Expenditures	**$**	**-**

*** Does not include appropriated fund balance.

Approved by the City Council this
May 28, 2026

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate Funds for Repayment to Emergency Fund

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1126-027

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Elizabeth Neboyia, Chief Executive Assistant
Date Prepared: 06/01/2026

Account Code:
Budgeted Amount:

Subject:
5. Discussion and possible action to approve an ordinance of the City of McAlester, Oklahoma, amending the McAlester City Code, Chapter 38, Emergency Management and Services; by adding Article VII, Ambulance Service; providing for codification, repealer, severability, and declaring an emergency. *(Ken Wimer, Interim City Manager)*

Recommendation:
Motion to approve an ordinance of the City of McAlester, Oklahoma, amending the McAlester City Code, Chapter 38, Emergency Management and Services; by adding Article VII, Ambulance Service; providing for codification, repealer, severability, and declaring an emergency. *(Ken Wimer, Interim City Manager)*

Discussion:

Approved By:	Inital	Date
Department Head:		
City Manager:	kjw	2 June 26

Exhibits:
Ordinance _EMS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE MCALESTER CITY CODE, CHAPTER 38, EMERGENCY MANAGEMENT AND SERVICES; BY ADDING ARTICLE VII, AMBULANCE SERVICE; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILTY, AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY the City Council of the City of McAlester, Oklahoma:

SECTION 1. NEW LAW. Article VII of Chapter 38 to the McAlester City Code is hereby added to read as follows, to-wit:

Chapter 38. Emergency Management and Services
Article VII. Ambulance Service
Section 38-201. Definitions.
As used in this article, the following terms have the following definitions:

AMBULANCE: Any ground vehicle designated and equipped to transport and provide emergency medical patient care to one or more acutely ill or injured persons such ground vehicle at all times meeting the requirements as set forth under the regulations of the Emergency Medical Services Division of Oklahoma State Department of Health.

AMBULANCE SERVICE: The transport component of an emergency medical service system possessing vehicles designed specifically for transport of the critically injured and the sudden illness patient equipped with life supporting supplies and equipment as defined under the provisions of the Emergency Response Systems Development Act (63 OS § 1-2501 *et seq*.) to sustain the patient at the scene and in route to a hospital further such shall be construed and interpreted to include personnel trained in emergency procedures as defined in the afore referenced act and capable of stabilizing the patient at the scene and maintaining that stable condition while transporting the patient.

EMERGENCY PATIENT: An individual who is acutely ill injured or otherwise incapacitated or helpless and who requires emergency medical services.

EMERGENCY TRANSPORT: The movement of an acutely ill or injured patient from the scene to a health care facility or the movement of an acutely ill or injured patient from one health care facility to another healthcare facility (inter-facility).

LANDLORD: Any person, company, corporation, or other entity which owns or manages residential living units and leases the residential living units to tenants and is responsible for payment of the utility bills for the living units.

NON-EMERGENCY TRANSFER: The movement of any patient in an ambulance other than an emergency transfer.

UTILITY CUSTOMER: Shall include all individuals permanently residing together in a residential living unit at a specific location, which living unit has one or more of the following utility services billed directly to one of the individuals residing in the residential living unit: water, sewer, waste management, or stormwater.

Section 38-202. Emergency Medical Service Fee.

1. There shall be an emergency medical service fee. All revenues collected pursuant to the emergency medical service fee, together with all interest thereupon, shall be deposited into the emergency medical service fund.

2. The emergency medical service fee shall be billed to each utility customer monthly, along with the bill for city utility services and such penalties as are now or may hereafter be established for city utility service bills, and shall carry the same due date as now or may hereafter be established for city utility service bills.

3. In the event any utility account shall become delinquent for failure to pay the emergency medical service fee in full when due, all city utility service may be terminated by the city until all delinquent charges shall be paid in full. The provisions for collection of charges provided herein shall be in addition to any rights or remedies which the city may have under the laws of the state of Oklahoma.

B. There is hereby established an emergency medical service fund for the express and sole purpose of funding the operations of pre-hospital medical care and transport for inhabitants and visitors of the City. The fund shall be a separate nontransferable interesting bearing account distinct from the General Fund. Appropriations of monies within the emergency medical services fund shall be determined by the city council through the annual budget process, or by subsequent budget amendments approved by the city council.

Section 38-203. Ambulance Service Established.

A. There is hereby created within the city an ambulance service for the purpose of providing the citizenry of the city and persons in areas adjacent there to as here in after delineated emergency medical services. Provided, until the City Manager designates in writing otherwise, the ambulance service shall be under the direction of the chief of the fire department.

B. The city's ambulance service is hereby designated as the sole provider of emergency ambulance transport within the municipal boundaries pursuant to 63 O.S. § 1-2515. No person or entity may provide emergency ambulance services in the municipal boundaries without the approval of the City.

Section 38-204. Emergency Medical Service Program.

A. There is hereby established an emergency medical service program, to be known as McAlesterCare, which consists of the services, equipment, expertise, and costs of the emergency medical services provided by the city's ambulance service. The purpose of the emergency medical service program is to serve the residents and visitors of the city by providing emergency medical services at a rate equal to existing medical insurance coverages or state or federal health care programs and by a monthly fee for each utility customer of the city.

B. Every utility customer of the city, including all residential, commercial, and industrial customers, shall be included in the emergency medical service program as set forth in this article.

C. Effective July 1, 2026, utility customers of the city shall have included within their utility bill the monthly fee established by Section 38-202 in an amount established by resolution of the city council. Multi-family residential utility customers and landlords within the program shall be billed per month, per occupied residential living unit as determined by the city manager or his designee. There shall be a rebuttable presumption that eighty-five percent (85%) of the total number of residential living units served solely by a single utility bill are occupied. The number of presumed residential units shall be rounded down, but to not less than one. Multi-family residential utility customers and landlords shall provide to the city manager, on or before March 31 of each year or upon request of the city manager, the total number of residential living units owned or operated by the person or entity providing the report, which shall be used to determine the occupancy figure set out in this paragraph.

Section 38-205. Services Provided.

A. For emergency medical service, the following is provided:

1. Upon proper notification, and under the limitations herein set forth, the ambulance service herein provided for shall respond to an emergency patient, as defined herein, within the areas set forth in section 38-203 hereof, upon response providing on-site and transfer emergency medical service to the level of care as mandated herein as well as authorized under the license issued by the Emergency Medical Services Division of the State Department of Health;

2. The emergency transfer herein provided for shall consist solely of vehicular transfer and to medical care facilities lying within the municipal boundaries of the city;

3. The foregoing shall not be construed or interpreted so as to obligate or require the ambulance service to provide emergency medical transport service other than vehicular, nor authorize the incurrence of obligation, therefore. In the event it is determined, onsite, by the emergency medical personnel, or, any health care provider, in such person's sole discretion, that a more advanced level of care or expeditious mode of transport is medically necessary, such alternative advanced level of care or mode of transport shall be considered as being outside the obligations and requirements of this article.

B. Upon proper notification, and under the limitations set forth herein, the ambulance service shall respond to a request for non-emergency medical transport of a non-emergency medical patient, as defined herein, residing within the city, if no other provider is available, and, provided that:

1. The administrative officer in charge of the ambulance service determines that, in his or her judgment and discretion, the city's ability to provide emergency medical service would not be adversely affected by such transfer, and;

2. A charge for such non-emergency medical transport shall be assessed and collected in accordance with a fee schedule as approved by the city council by motion or resolution.

SECTION 2. CODIFICATION. The City Clerk is hereby directed to enter the appropriate changes to the appropriate place in the McAlester City Code of McAlester, Oklahoma, as authorized and approved by this Ordinance.

SECTION 3. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 4. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. EMERGENCY. It being necessary for the preservation of the public health, safety, and welfare, this ordinance shall take effect immediately after its publication as provided by law.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA on THIS _____ DAY OF _____, 20_____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

_____
Justin Few, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 20_____.

_____
John Tyler Hammons, City Attorney

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Elizabeth Neboyia, Chief Executive Assistant
Date Prepared: 06/05/2026

Account Code:
Budgeted Amount:

Subject:
6. Discussion and possible action approve an Ordinance of the City of McAlester, Oklahoma, an Ordinance pertaining to Finance and Taxation, amending the McAlester City Code, Chapter 98, Taxation; Article IV Hotel Tax, by increasing the Lodging Tax to ten percent (10.00%) and by permitting revenues generated therefrom to be used for Tourism Promotion and Economic Development activities; and for other purposes; providing for an effective date; and requiring all full text be published. (John Hammons, City Attorney)

Recommendation:

Discussion:

Approved By:	Inital	Date
Department Head:		
City Manager:		

Exhibits:
2026 McAlester Lodging Tax Amendment

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AN ORDINANCE PERTAINING TO FINANCE AND TAXATION, AMENDEDING THE MCALESTER CITY CODE, CHAPTER 98, TAXATION; ARTICLE IV, HOTEL TAX, BY INCREASING THE LODGING TAX TO TEN PERCENT (10.00%) AND BY PERMITTING REVENUES GENERATED THEREFROM TO BE USED FOR TOURISM PROMOTION AND ECONOMIC DEVELOPMENT ACTIVITIES; AND FOR OTHER PURPOSES; PROVIDING FOR AN EFFECTIVE DATE; AND REQUIRING THE FULL TEXT BE PUBLISHED.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of McAlester, Oklahoma, that:

SECTION 1. AMENDATORY. A new section of law to be known as Article IV of Chapter 98 of the City of McAlester Code of Ordinances is hereby amended to read as follows:

Section 98-113. Imposition of Tax; Exemptions

(a) There is hereby levied an excise tax of ~~six~~ ten percent (10%) upon the gross receipts from the furnishing of rooms, except meeting rooms, by a hotel, apartment-hotel, cottage camp, or lodging house open to the public, that is also subject to sales tax, without regard to the length of stay.

(b) The exemptions from the state sales tax enumerated in 68 O.S. §§ 1350 et seq. "Sales Tax Code" are hereby adopted and incorporated herein by reference. To the extent any conflicts in connection with permitted exemptions should arise under this article and the Sales Tax Code. The State Sales Code shall prevail.

(c) The tax to be collected shall be stated and charged separately from the rent and shall be shown separately on any record thereof at the time when the occupancy is arranged or contracted and charged for, and upon every evidence of occupancy or any bill, statement or charge made for such occupancy issued or delivered by the operator. The tax shall be paid by the occupant to the operator as trustees for and on account of the city, and the operator shall be liable for the collection thereof and for the payment of the tax. The operator and any officer of any corporate operation shall be personally liable for the tax collected or required to be collected under this title, and the operator shall have the same right in respect to collecting the tax from the occupant or in respect to nonpayment of the tax by the occupant as if the tax were a part of the rent for the occupancy payable at the same time such tax shall become due and owing, including all rights of eviction, dispossession, repossession and enforcement of any innkeeper's lien that he may have in the event of nonpayment of rent by the occupant; provided, however, that the city shall be joined as a party in any action or proceeding brought by the operator to collect or enforce collection of the tax.

(d) Such taxes, penalty, and interest due hereunder shall always constitute a prior, superior, and paramount claim as against the claim of unsecured creditors and may be collected by suit as any other debt.

(e) The tax imposed by this section shall be paid upon any occupancy on or after August 1, 2001, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to August 1, 2001. Where rent is paid, charged, billed or falls due on either weekly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period after August 1, 2001, and such payment, bill, charge or rent due shall be apportioned on the basis of the ratio of the number of days falling within such portion to the total number of days covered thereby. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the tax collector may, by regulation, provide for credit or refund of the amount of such tax upon application as provided herein.

(f) For the purpose of the proper administration of this article, and to prevent evasion of the tax hereby imposed, it shall be presumed that all rentals are subject to the tax until facts to the contrary are established; and the burden of providing that a rent for occupancy is not taxable hereunder shall be upon the operator or the occupant.

(g) No operator shall advertise or hold out to the public in any manner, directly or indirectly, that the tax imposed by this article is not considered as an element in the rent charged to the occupant.

Section 98-129. Purpose of Revenues

It is hereby declared to be the purpose of this article to provide revenues for the following specific purposes, and no others, to-wit: ~~All taxes collected pursuant to the provisions of this article shall be set aside and used exclusively for the purpose of encouraging, promoting, and fostering the convention and tourism development of the city. Examples of authorized purposes include, but are not limited to:~~

~~(1) Acquiring sites for and/or constructing, enlarging, and maintaining convention centers and/or visitor information centers;~~

~~(2) Advertising and promotional programs to attract tourists and participants to sports and arts and humanity events and other tourist related events, with the intent of generating overnight hotel stays;~~

~~(3) Building, restoring, preserving, and promoting parks or historic sites or museums that will attract tourists.~~

(1) One-half of all revenues collected shall be apportioned and deposited into a Tourism Development Fund, together with interest derived therefrom. The Tourism Development Fund shall be a special revenue fund of the City separate and distinct from the General Fund. All monies in the Tourism Development Fund may be appropriated by the City exclusively for the purposes of encouraging, promoting, and fostering the convention and tourism development of the City, including the operation of City programs and projects intended therefor.

(2) One-half of all revenues collected shall be apportioned and deposited into an Economic Development Fund, together with interest derived therefrom. The Economic Development Fund shall be a special revenue fund of the City separate and distinct from the General Fund. All monies in the Economic Development Fund may be appropriated by the City exclusively for the purposes of encouraging, promoting, and fostering the residential, commercial, and industrial development of the City, including the operation of City programs and projects intended therefor.

SECTION 2. CODIFIICATION. The City Clerk is hereby directed to enter the appropriate changes to the appropriate place in the McAlester City Code of McAlester, Oklahoma, as authorized and approved by this Ordinance.

SECTION 3. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 4. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall come into effect on and after January 1, 2027, subject to the approval of majority of the registered, qualified voters of the City of McAlester, Oklahoma, voting on the same, at the election to be held on November 3, 2026, in the manner prescribed by law.

SECTION 6. PUBLICATION. The City Clerk shall cause the full text of this Ordinance shall be published in its entirety in a legal newspaper in the City of McAlester, Oklahoma, in the manner prescribed by law.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA on THIS _____ DAY OF _____, 20_____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY on THIS _____ DAY OF _____, 20_____.

_____
City Attorney

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code: 05-5218311
Budgeted Amount: 3% annual increase = $7,594.46

Subject:
7. Discussion and possible action on approval of an agreement/property lease with Union Pacific Railroad for the Parking lot at Choctaw and the Farmer's Market. (Cora Middleton, City Clerk)

Recommendation:
Discussion and possible action on approval of an agreement/property lease with Union Pacific Railroad for the Parking lot at Choctaw and the Farmer's Market. (Cora Middleton, City Clerk)

Discussion:
Agreement/Property Lease was renegotiated by Union Pacific in 2023.
Exhibit: Agreement/Property Lease

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:	kjw	2 June 26

Exhibits:
23.07.01, Property lease with Union Pacific

DocuSign Envelope ID: 6F127560-AD56-4D20-9D40-B52E74C95FAA

LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE ("Lease") is entered into on May 23, 2023 between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **CITY OF MCALESTER,** an Oklahoma corporation, whose address is P.o. Box 578, McAlester, Oklahoma 74502 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

A. Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Mcalester, Oklahoma, shown on the print dated October 25, 2022, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for public parking facility and purposes incidental thereto, only, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

A. The term of this Lease shall commence July 1st, 2023, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of Six Thousand Nine Hundred and Fifty Dollars ($6,950.00) annually. The rent shall be automatically increased by Three percent (3%) annually, cumulative and compounded.

B. Not more than once every three (3) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. SPECIAL PROVISION – FENCE/BARRICADE.

A. Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit A.

Article 5. SPECIAL PROVISION – REPLACEMENT LEASE

A. Effective upon commencement of the term of this Lease, the Lease dated February 1st, 2003, identified as Audit No. KT29304 (the 'Prior Lease'), together with any and all supplements and amendments, is superseded by this Lease, except for any rights, obligations or liabilities arising under the Prior Lease, including any consent to conditional assignment, chattel agreement, or consent to sublease.

Article 6. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Project No. 0062521.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:
UNION PACIFIC RAILROAD COMPANY

DocuSigned by:
By MARK JENSEN
B6E6D9CA74F9466...
Dir Field Operations East Real Estate

Lessee:
CITY OF MCALESTER

By:
Title: Mayor

NOTE:

LEGEND:

LEASE AREA

FENCE / BARRICADE

UPRRCO. R/W OUTLINED

LEASE AREA: 46,477 SQ.FT. / 1.07 AC. +/-

CADD FILENAME	0132252
SCAN FILENAME	AERIAL PRINT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MCALESTER, PITTSBURG COUNTY, OK

M.P. 565.91 - CHOCTAW SUB.

MKT/OK/V-1A/39

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 10-25-2022

DSK FILE: 1322-52

DocuSign Envelope ID: 6F127560-AD56-4D20-9D40-B52E74C95FAA

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up,

restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the

Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to () -, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices

which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. **MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. **WATER WELL(S).**

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.
In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

D. **Pollution Liability** insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Cora Middleton, City Clerk
Date Prepared: 06/02/2026

Account Code: 01-5212308
Budgeted Amount: 3% annual increase to $2940.00

Subject:
8. Discussion and possible action on approval of an agreement with MIDCON for monthly document destruction services. (Cora Middleton, City Clerk)

Recommendation:
Discussion and possible action on approval of an agreement with MIDCON for monthly document destruction services. (Cora Middleton, City Clerk)

Discussion:
MiDCON furnishes the monthly shred/document destruction services for the City of McAlester and aids in keeping records in compliance with the City's Retention/Destruction Policy.
Exhibit: Agreement

Approved By:	Inital	Date
Department Head:	CM	06.02.26
City Manager:	kjw	2 June 26

Exhibits:
FY 24-25 Midcon Agreement

MIDCON

Data Destruction Agreement

Client Information

Service Location

Company Name: City of McAlester Phone: 918-423-9300 ext. 4956

Contact Name: Cora Middleton Title: City Clerk Email: cora.middleton@cityofmcalester.com

Address: 28 E. Washington City: McAlester State: OK Zip 74501

Sales Representative: Traci

Bill to Information (same as above)

Company Name: City of McAlester Phone: 918-423-9300 ext. 4959

Contact Name: Samantha Perry Title: Customer Acct Rep Email: Samantha.perry@cityofmcalester.com

Address: PO Box 578 City: McAlester State: OK Zip: 74501

SERVICE Schedule A

Container Type	QTY	Freq.	Price (Initial)	Price (Additional)
36" Console	14	Every 4 weeks	$35.00	$10.00
24" Console				
96 Gallon Bin				
65 Gallon Bin				

Special Notes: Each location has a trip charge of $35 for first console and $10 for each additional.

Agreed to by (Terms and Conditions on reverse):

MIDCON Data Services, LLC. ("MIDCON")

Signed:

Print: Randal B Allen

Date: 6-4-24

City of McAlester

Signed:

Print: J. David Ansley, City Manager

Date: 4 Jun 24

Schedule B – Service Locations

Address	City	State	Zip	# Large Console	# Small Console	# Large Bins	# Small Bins	Freq
28 E. Washington	McAlester	OK	74501	6				Monthly
301 E. Carl Albert Parkway	McAlester	OK	74501	5				Monthly
801 N. 9th Street	McAlester	OK	74501	1				Monthly
1016 E. South Street	McAlester	OK	74501	1				Monthly
5200 Waterworks Road	McAlester	OK	74501	1				Monthly

Initials_____

Terms and Conditions

This Data Destruction ("Agreement") is made and entered into on July 1, 2024, (the "Effective Date") by and between City of McAlester ("Company") and MIDCON Data Services, LLC, an Oklahoma limited liability company ("MIDCON").

1. Data Destruction - The Company agrees to use MIDCON exclusively for all its data destruction services, to include document shredding, magnetic media destruction, and hard drive destruction. MIDCON will provide certified data destruction along with the necessary, lockable containers, and will provide scheduled pickup and/or delivery of containers based on the needs of the Company during the hours of 8:00 AM to 5:00 PM Monday through Friday. Service schedule will be determined based on MIDCON's routing schedule. Afterhours, weekends, and holidays are excluded unless prior arrangements are made. A certificate of destruction will be provided with the invoice after completion.

2. Term - The initial term of this Agreement shall be for a period of 1 year(s) commencing on the Effective Date and ending on the 1st day of July 2025. Upon the expiration of the Initial Term, the Agreement will be automatically renewed, upon the same terms and conditions, unless either party provides the other party with prior written notice of its intention to terminate the Agreement, such notice to be provided Ninety (90) days prior to the expiration of any Renewal Term.

3. Pricing – In consideration for the services performed by MIDCON under this Agreement, the Company shall pay to MIDCON fees in the amounts and as provided on Service Schedule A subject to change by MIDCON upon written notice to the Company. Fees listed in Exhibit "A" will automatically be increased 3% each successive year of this agreement effective on anniversary of the initial term of this agreement. Client agrees to pay all Fees within 30-days of the date of the invoice. Any payments not received by MIDCON on the due date may incur a late fee of Twenty-Five and No/100s Dollars ($25.00) and accrue interest at the rate of one and one-half percent (1.5%) per month until paid. As part of the service, MIDCON will provide shred bins and consoles to the customer's premises for the secure disposal of sensitive documents. The customer agrees to pay a portion of their monthly invoice, not to exceed $5.00 per bin/console, for the rental and maintenance of these shred bins and consoles, regardless of the operational status of the customer's business premises. This includes situations such as closure due to Covid-19 or other government-mandated shutdowns. The customer acknowledges that the provision of the shred bins and consoles is an ongoing service, and therefore the associated fees will continue to apply irrespective of the customer's temporary closure or reduced business operations due to external factors.

4. Confidentiality. MIDCON acknowledges that some or all of the Materials may be proprietary and/or confidential in that the information contained in the Materials is not generally known to the public or by competitors of the Company and derives its value from remaining undisclosed (the "Confidential Information). MIDCON hereby covenants and agrees to use MIDCON's best efforts and exercise utmost diligence to protect and safeguard the Confidential Information. MIDCON shall not, either during the Term or after termination of this Agreement, directly or indirectly use any Confidential Information for MIDCON's own benefit or the benefit of another. MIDCON shall have each of its employees handling the Confidential Information execute and deliver an Employee Confidentiality Agreement, agreeing not to view or distribute the Confidential Information.

5. Termination – If the Company elects to terminate this Agreement prior to the end of the Initial Term or any Renewal Term of the Agreement, the Company must provide MIDCON with prior written notice of no less than ninety (90) days. MIDCON shall have the right to immediately retrieve its consoles and equipment from Company, wherever located and Company must immediately pay MIDCON (a) the average monthly destruction charges through the remaining term of the Agreement; (b) all unpaid invoices and interest as described in paragraph 3; (c) a removal fee of $50.00 per container.

6. Limitation of Liability. MIDCON is not liable for any loss or damage whatsoever relating to the Material or its destruction by MIDCON or by the repair, replacement or restoration of any destroyed Material. MIDCON's aggregate liability, if any, arising under this Agreement or the provision of services to Company is limited to the amount of the Service Fees received by MIDCON from Company during the last year of term of this Agreement. Notwithstanding the foregoing, in no event will MIDCON be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use.

7. Miscellaneous. Except as provided herein, this Agreement may be changed, waived, discharged, or amended only by an instrument in writing signed by representatives of both parties having the requisite authority necessary to bind the respective party. Additionally, each party acknowledges that its representative executing this contract has the necessary authority to bind the respective party for the purposes of this Agreement. This Agreement shall be interpreted and construed under the laws of the State of Oklahoma, except for any laws or rules regarding conflicts of law that would require application of the laws of any other jurisdiction. The parties hereto agree that this Agreement, including any attachments hereto, shall constitute the entire Agreement between the parties regarding the subject matter and supersedes any prior written or oral understanding of any kind between the Company and MIDCON.

8. Non-Appropriation. The Agreement is subject to the fiscal provisions of the Charter of the City of McAlester and the City of McAlester Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

Initials_____

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Economic Development
Prepared By: Billy Sumner, Economic Development Director
Date Prepared: 06/03/2026

Account Code: 24-5876409
Budgeted Amount: $1,547,985.00

Subject:
9. Discussion and possible action to approve and accept pay application #5 from Screed Tech LLC, in the amount of $23,963.75, for the fifth partial payment for work completed on the taxiway rehabilitation and airport lighting project, at the McAlester Regional Airport. *(Billy Sumner, Economic Development Director)*

Recommendation:
Motion to approve pay application #5 from Screed Tech LLC, in the amount of $23,963.75.

Discussion:

Approved By:	Inital	Date
Department Head:	BDS	6/3/26
City Manager:		

Exhibits:
Screed Tech Pay Application No.5_Executed

CONTRACTOR'S PROGRESS ESTIMATE #5

Contractor: Screed tech LLC
Address: 3002 Industrial Ave.
Fairbury, NE 68352

& Sponsor: City of McAlester, Oklahoma
28 E Washington Ave
McAlester, Oklahoma 74501

Project: McAlester Regional Airport
Rehabilitate Taxiway Pavement, Rehabilitate Taxiway Lighting System, Replace Electrical Vault, Runway 2-20 PAPI Circuits, REILS and Wind Cone and Segmented Circle

Date: 5/4/2026
Lochner Project No.: 19991
Θ FAA AIP No.: 3-40-0057-023-2025 (MLC-26A-FS)
Ω FAA AIG No.: 3-40-0057-024-2025 (MLC-26B-FS)
Δ ODAA No.: MLC-26-S
Notice to Proceed: 12/8/2025
Calendar Days: 119
Work to be Completed: 5/3/2026
Period Covered: 4/1/2026 -- 4/30/2026
Contract Time Paused: 3/23/2026
Contract Time Re-Started: 4/21/2026
Calendar Days Elapsed: 116
% Construction Complete Time: 97%
% Physically Complete Value: 84%

We submit herewith Estimate Number 5 under the above-named contracts for the Rehabilitate Taxiway Pavement, Rehabilitate Taxiway Lighting System, Replace Electrical Vault, Runway 2-20 PAPI Circuits, REILS and Wind Cone and Segmented Circle improvement. A detailed account of the work completed and a record of the materials on site or in an approved storage is attached hereto.

Θ	A1. FAA AIP - Total Original Contract Amount	$	736,842.00
Ω	A2. FAA AIG - Total Original Contract Amount	$	92,289.90
Δ	A3. ODAA GRANT - Total Original Contract Amount	$	718,853.10
	A4. Total Original Contract Amount	$	1,547,985.00
Θ	FAA AIP - Contract Revisions:		
	B1.A (1 Through Amendment 0)	$	-
	B1.B (1 Through Change Order 0)	$	-
	C.A. Amount of Contract Revisions (B1.A+B1.B)	$	-
Ω	FAA AIG - Contract Revisions:		
	B2.A (1 Through Amendment 0)	$	-
	B2.B (1 Through Change Order 0)	$	-
	C.B. Amount of Contract Revisions (B2.A+B2.B)	$	-
Δ	ODAA GRANT - Contract Revisions:		
	B3.A (1 Through Amendment 0)	$	-
	B3.B (1 Through Change Order 0)	$	-
	C.C. Amount of Contract Revisions (B3.A+B3.B)	$	-
Θ	D1. FAA AIP - Total New Contract Amount (A1+C.A)	$	736,842.00
Ω	D2. FAA AIG - Total New Contract Amount (A2+C.B)	$	92,289.90
Δ	D3. ODAA GRANT - Total New Contract Amount (A3+C.C)	$	718,853.10
	D4. Total New Contract Amount (A4+C.A+C.B+C.C)	$	1,547,985.00
Θ	E1. FAA AIP - Total Value of Work Performed to Date	$	627,507.50
Ω	E2. FAA AIG - Total Value of Work Performed to Date	$	92,289.90
Δ	E3. ODAA GRANT - Total Value of Work Performed to Date	$	586,233.75
	E4. Total Value of Work Performed to Date	$	1,306,031.15
Θ	F1. FAA AIP - Total Value of Remaining Stored Materials on Hand	$	-
Ω	F2. FAA AIG - Total Value of Remaining Stored Materials on Hand	$	-
Δ	F3. ODAA GRANT - Total Value of Remaining Stored Materials on Hand	$	-
	F4. Total Value of Remaining Stored Materials on Hand	$	-
Θ	G1. FAA AIP - Total Completed & Stored to Date (E1+F1)	$	627,507.50
Ω	G2. FAA AIG - Total Completed & Stored to Date (E2+F2)	$	92,289.90
Δ	G3. ODAA GRANT - Total Completed & Stored to Date (E3+F3)	$	586,233.75
	G4. Total Completed & Stored to Date (E4+F4)	$	1,306,031.15
Θ	H1. FAA AIP - Total Retainage (5%) (G1*5%)	$	31,375.38
Ω	H2. FAA AIG - Total Retainage (5%) (G2*5%)	$	4,614.50
Δ	H3. ODAA GRANT - Total Retainage (5%) (G3*5%)	$	29,311.69
	H4. Total Retainage (5%) (G4*5%)	$	65,301.57
Θ	I1. FAA AIP - Total Earned Less Retainage (G1-H1)	$	596,132.12
Ω	I2. FAA AIG - Total Earned Less Retainage (G2-H2)	$	87,675.40
Δ	I3. ODAA GRANT - Total Earned Less Retainage (G3-H3)	$	556,922.06
	I4. Total Earned Less Retainage (G4-H4)	$	1,240,729.58

Θ	J1. FAA AIP - Total of Previous Requests	$	594,740.37
Ω	J2. FAA AIG - Total of Previous Requests	$	85,433.40
Δ	J3. ODAA GRANT - Total of Previous Requests	$	536,592.06
	J4. Total of Previous Requests	$	1,216,765.83
Θ	K1. FAA AIP - Retainage to be Released	$	-
Ω	K2. FAA AIG - Retainage to be Released	$	-
Δ	K3. ODAA GRANT - Retainage to be Released	$	-
	K4. Retainage to be Released	$	-
Θ	**FAA AIP - TOTAL CURRENT PAYMENT DUE (I1-J1+K1)**	**$**	**1,391.75**
Ω	**FAA AIG - TOTAL CURRENT PAYMENT DUE (I2-J2+K2)**	**$**	**2,242.00**
Δ	**ODAA GRANT - TOTAL CURRENT PAYMENT DUE (I3-J3+K3)**	**$**	**20,330.00**
	TOTAL CURRENT PAYMENT DUE (I4-J4+K4)	**$**	**23,963.75**

This payment estimate has been verified and payment recommended in accordance with the Specifications.

PROJECT ENGINEER:
H.W. Lochner, Inc.
By: _____
Dated: 05/04/2026

CONTRACTOR:
Screed tech LLC
By: _____
Dated: _____

		SPEC NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITY	UNIT	** QUANTITY OVERRUN/ UNDERRUN	CURRENT CONTRACT QUANTITY	(a) QUANTITY FROM PREVIOUS APPLICATIONS	(b) QUANTITY THIS PERIOD	(c) QUANTITY COMPLETE TO DATE (a+b)	(d) CONTRACT UNIT PRICE	(e) EARNED TO DATE (c*d)	(f) STORED MATERIALS ON HAND	(g) PREVIOUSLY STORED MATERIALS INSTALLED	(h) REMAINING STORED MATERIALS ON HAND (f-g)	TOTAL EARNED AND STORED TO DATE (e+h)
Base Bid - Rehabilitate Taxiway Pavement, Rehabilitate Taxiway Lighting System, Replace Electrical Vault																
Θ	1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	-	1	0.90	-	0.90	$ 100,000.00	$ 90,000.00	-	-	-	$ 90,000.00
Θ	2	S-1	Temporary Marking, Lighting and Barricades	1	L.S.	-	1	0.83	0.17	1.00	$ 22,500.00	$ 22,500.00	-	-	-	$ 22,500.00
Θ	3	P-101	Full Depth Concrete Pavement Removal (Full and Partial Panel)	2,100	S.Y.	-	2,100	1,626	-	1,626	$ 18.00	$ 29,268.00	-	-	-	$ 29,268.00
Θ	4	P-101	Unsuitable Base Course Removal (6")	2,100	S.Y.	-	2,100	-	-	-	$ 5.00	$ -	-	-	-	$ -
Θ	5	P-101	Remove Existing Lighting System	1	L.S.	-	1	1.00	-	1.00	$ 6,250.00	$ 6,250.00	-	-	-	$ 6,250.00
Θ	6	P-101	Joint Spall Repair	100	S.F.	-	100	132	-	132	$ 300.00	$ 39,600.00	-	-	-	$ 39,600.00
Θ	7	P-101	Concrete Pavement Pop-Outs	220	EA.	-	220	230	-	230	$ 15.00	$ 3,450.00	-	-	-	$ 3,450.00
Θ	8	208, 209, or 2	Aggregate Base Course (6")	2,100	S.Y.	-	2,100	-	-	-	$ 15.00	$ -	-	-	-	$ -
Θ	9	ODOT 414	Full and Partial Panel Replacement (Concrete) (8.5")	2,100	S.Y.	-	2,100	1,626	-	1,626	$ 100.00	$ 162,600.00	-	-	-	$ 162,600.00
Θ	10	P-605	Clean and Re-Seal Joints	60,000	L.F.	-	60,000	57,675	-	57,675	$ 4.50	$ 259,537.50	-	-	-	$ 259,537.50
Θ	11a	P-620	Surface Preparation, Pavement Marking Removal	7,496	S.F.	-	7,496	8,331	(1,180)	7,151	$ 2.00	$ 14,302.00	-	-	-	$ 14,302.00
Ω	11b	P-620	Surface Preparation, Pavement Marking Removal	12,504	S.F.	-	12,504	12,504	1,180	13,684	$ 2.00	$ 27,368.00	-	-	-	$ 27,368.00
Ω	12	P-620	Permanent Reflectorized Pavement Marking	6,150	S.F.	-	6,150	6,150	-	6,150	$ 2.00	$ 12,300.00	-	-	-	$ 12,300.00
Ω	13	P-620	Permanent Non-Reflectorized Pavement Marking	11,950	S.F.	-	11,950	11,950	-	11,950	$ 2.00	$ 23,900.00	-	-	-	$ 23,900.00
Ω	14	P-620	Temporary Pavement Marking	1,180	S.F.	-	1,180	-	-	-	$ 2.00	$ -	-	-	-	$ -
Ω	15a	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	249	L.F.	-	249	249	-	249	$ 3.10	$ 771.90	-	-	-	$ 771.90
Δ	15a	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	20,651	L.F.	-	20,651	21,005	-	21,005	$ 3.10	$ 65,115.50	-	-	-	$ 65,115.50
Δ	16	L-108	Bare Counterpoise Wire (#6 AWG)	2,700	L.F.	-	2,700	1,289	-	1,289	$ 3.75	$ 4,833.75	-	-	-	$ 4,833.75
Δ	17	L-108	Install Underground Electrical Power To New Vault (4/0 AWG CU & #2 AV	45	L.F.	-	45	45	-	45	$ 100.00	$ 4,500.00	-	-	-	$ 4,500.00
Ω	18	L-109	Install 3-Step, 15kW Constant Current Regulator	1	EA.	-	1	1.00	-	1.00	$ 27,500.00	$ 27,500.00	-	-	-	$ 27,500.00
Δ	19	L-109	Construction of Airport Transformer Vault in Place	1	L.S.	-	1	0.85	0.15	1.00	$ 20,500.00	$ 20,500.00	-	-	-	$ 20,500.00
Δ	20	L-109	Relocation and Installation of Airport Vault Equipment	1	L.S.	-	1	1.00	-	1.00	$ 16,000.00	$ 16,000.00	-	-	-	$ 16,000.00
Δ	21	L-110	2" Electrical Duct and Trench	7,350	L.F.	-	7,350	2,394	-	2,394	$ 3.75	$ 8,977.50	-	-	-	$ 8,977.50
Δ	22	L-110	4" PVC, Schedule 80, Bore Duct Under Pavement	530	L.F.	-	530	648	-	648	$ 100.00	$ 64,800.00	-	-	-	$ 64,800.00
Δ	23	L-110	4-Way, 4" Electrical Duct Bank	140	L.F.	-	140	60	-	60	$ 100.00	$ 6,000.00	-	-	-	$ 6,000.00
Δ	24	L-115	4' x 4' x D' Handhole	3	EA.	-	3	2	-	2	$ 8,000.00	$ 16,000.00	-	-	-	$ 16,000.00
Δ	25	L-115	Install L-867 Junction Box, Size B	5	EA.	-	5	1	-	1	$ 1,300.00	$ 1,300.00	-	-	-	$ 1,300.00
Ω	26	L-115	Install L-867 Cover Plate on Existing Base	3	EA.	-	3	3	-	3	$ 150.00	$ 450.00	-	-	-	$ 450.00
Δ	27	L-125	Furnish and Install M.I.T.L. (LED) - Existing Base (Blue Lens) (14") (Fixture	164	EA.	-	164	165	-	165	$ 1,000.00	$ 165,000.00	-	-	-	$ 165,000.00
Δ	28	L-125	Furnish and Install M.I.T.L. (LED) - Base Mounted (Blue Lens) (14") (Fixtu	8	EA.	-	8	7	-	7	$ 1,900.00	$ 13,300.00	-	-	-	$ 13,300.00
Δ	29	L-125	Furnish and Install 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) a	3	EA.	-	3	3	-	3	$ 5,000.00	$ 15,000.00	-	-	-	$ 15,000.00
Δ	30	L-125	Furnish and Install 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) a	2	EA.	-	2	2	-	2	$ 6,000.00	$ 12,000.00	-	-	-	$ 12,000.00
Δ	31	T-901	Overall Site and Trench Restoration	1	L.S.	-	1	0.50	0.50	1.00	$ 3,000.00	$ 3,000.00	-	-	-	$ 3,000.00
										Θ FAA AIP - Base Bid Totals:		$ 627,507.50	-	-	-	$ 627,507.50
										Ω FAA AIG - Base Bid Totals:		$ 92,289.90	-	-	-	$ 92,289.90
										Δ ODAA GRANT - Base Bid Totals:		$ 416,326.75	-	-	-	$ 416,326.75
										Base Bid Totals:		$ 1,136,124.15	-	-	-	$ 1,136,124.15
Add Alternate No. 1 - Replace Runway 2-20 PAPI Circuits																
Δ	1	P-101	Remove Existing PAPI Circuit	1	L.S.	-	1	1.00	-	1.00	$ 1,000.00	$ 1,000.00	-	-	-	$ 1,000.00
Δ	2	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	12,070	L.F.	-	12,070	12,070	-	12,070	$ 3.00	$ 36,210.00	-	-	-	$ 36,210.00
Δ	3	L-108	Insulated Stranded Equipment Ground	6,200	L.F.	-	6,200	-	-	-	$ 4.00	$ -	-	-	-	$ -
Δ	4	L-109	Install 3-Step, 4kW Constant Current Regulator	1	EA.	-	1	1.00	-	1.00	$ 20,000.00	$ 20,000.00	-	-	-	$ 20,000.00
Δ	5	L-110	2" Electrical Duct and Trench	6,200	L.F.	-	6,200	98	-	98	$ 10.00	$ 980.00	-	-	-	$ 980.00
Δ	6	L-110	4" PVC, Schedule 80, Bore Duct Under Pavement	125	L.F.	-	125	115	-	115	$ 100.00	$ 11,500.00	-	-	-	$ 11,500.00
Δ	7	L-115	Install L-867 Junction Box, Size B	15	EA.	-	15	1	-	1	$ 1,200.00	$ 1,200.00	-	-	-	$ 1,200.00
Δ	8	T-901	Overall Site and Trench Restoration	1	L.S.	-	1	1.00	-	1.00	$ 3,000.00	$ 3,000.00	-	-	-	$ 3,000.00
										Θ FAA AIP - Add Alternate No. 1 Totals:		$ -	-	-	-	$ -
										Ω FAA AIG - Add Alternate No. 1 Totals:		$ -	-	-	-	$ -
										Δ ODAA GRANT - Add Alternate No. 1 Totals:		$ 73,890.00	-	-	-	$ 73,890.00
										Add Alternate No. 1 Totals:		$ 73,890.00	-	-	-	$ 73,890.00
Add Alternate No. 2 - Replace REILS																
Δ	1	P-101	Removal of Existing REIL System	1	L.S.	-	1	1.00	-	1.00	$ 2,000.00	$ 2,000.00	-	-	-	$ 2,000.00
Δ	2	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	110	L.F.	-	110	556	-	556	$ 3.25	$ 1,807.00	-	-	-	$ 1,807.00
Δ	3	L-110	2" Electrical Duct and Trench	45	L.F.	-	45	308	-	308	$ 10.00	$ 3,080.00	-	-	-	$ 3,080.00
Δ	4	L-125	Furnish and Install L-849I (L), Style C REIL System	1	EA.	-	1	0.65	0.35	1.00	$ 32,000.00	$ 32,000.00	-	-	-	$ 32,000.00
										Θ FAA AIP - Add Alternate No. 2 Totals:		$ -	-	-	-	$ -
										Ω FAA AIG - Add Alternate No. 2 Totals:		$ -	-	-	-	$ -
										Δ ODAA GRANT - Add Alternate No. 2 Totals:		$ 38,887.00	-	-	-	$ 38,887.00
										Add Alternate No. 2 Totals:		$ 38,887.00	-	-	-	$ 38,887.00

PROJECT ENGINEER:
H.W. Lochner, Inc.
By: _____

Please note, if applicable, PWL and other pay reduction factors may/will be accessed at a later date and may require reduction from quantities previously paid. PWL and other pay reduction factors may/will be assessed at the closeout of the project.

		SPEC NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITY	UNIT	** QUANTITY OVERRUN/ UNDERRUN	CURRENT CONTRACT QUANTITY	(a) QUANTITY FROM PREVIOUS APPLICATIONS	(b) QUANTITY THIS PERIOD	(c) QUANTITY COMPLETE TO DATE (a+b)	(d) CONTRACT UNIT PRICE	(e) EARNED TO DATE (c*d)	(f) STORED MATERIALS ON HAND	(g) PREVIOUSLY STORED MATERIALS INSTALLED	(h) REMAINING STORED MATERIALS ON HAND (f-g)	TOTAL EARNED AND STORED TO DATE (e+h)
Add Alternate No. 3 - Replace Wind Cone and Segmented Circle																
Δ	1	P-101	Remove Wind Cone System	1	L.S.	-	1	1.00	-	1.00	$ 2,000.00	$ 2,000.00	-	-	-	$ 2,000.00
Δ	2	L-107	Furnish and Install L-807 (LED), Style I-B, Size 2 Wind Cone and Foundat	1	EA.	-	1	1.00	-	1	$ 28,000.00	$ 28,000.00	-	-	-	$ 28,000.00
Δ	3	L-107	Construct Segmented Circle Marker System	1	L.S.	-	1	0.75	0.25	1.00	$ 22,500.00	$ 22,500.00	-	-	-	$ 22,500.00
Δ	4	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	520	L.F.	-	520	520	-	520	$ 4.00	$ 2,080.00	-	-	-	$ 2,080.00
Δ	5	L-110	2" Electrical Duct and Trench	255	L.F.	-	255	255	-	255	$ 10.00	$ 2,550.00	-	-	-	$ 2,550.00
											Θ FAA AIP - Add Alternate No. 3 Totals:	$ -	-	-	-	$ -
											Ω FAA AIG - Add Alternate No. 3 Totals:	$ -	-	-	-	$ -
											Δ ODAA GRANT - Add Alternate No. 3 Totals:	$ 57,130.00	-	-	-	$ 57,130.00
											Add Alternate No. 3 Totals:	$ 57,130.00	-	-	-	$ 57,130.00

Θ FAA AIP - Project Totals:	$ 627,507.50	$ -	$ -	$ -	$ 627,507.50
Ω FAA AIG - Project Totals:	$ 92,289.90	$ -	$ -	$ -	$ 92,289.90
Δ ODAA GRANT - Project Totals:	$ 586,233.75	$ -	$ -	$ -	$ 586,233.75
Project Totals:	$ 1,306,031.15	$ -	$ -	$ -	$ 1,306,031.15

Original Contract Amount:	$ 1,547,985.00
Total Revisions to Date:	$ -
Total Value of Contract:	$ 1,547,985.00

PROJECT ENGINEER:
H.W. Lochner, Inc.
By: _____

Please note, if applicable, PWL and other pay reduction factors may/will be accessed at a later date and may require reduction from quantities previously paid. PWL and other pay reduction factors may/will be assessed at the closeout of the project.

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Economic Development
Prepared By: Billy Sumner, Economic Development Director
Date Prepared: 06/03/2026

Account Code: 24-5876406
Budgeted Amount: $467,200.00

Subject:
10. Discussion and possible action to approve and accept TO05-04 from HW Lochner, Inc in the amount of $42,067.39 and TO05-05 in the amount of $16,308.12, for a total of $58,375.51, for the fourth and fifth partial payment for work completed on the taxiway rehabilitation and airport lighting project, at the McAlester Regional Airport. *(Billy Sumner, Economic Development Director)*

Recommendation:
Motion to approve and accept TO05-04 and TO05-05 from HW Lochner, Inc for the total amount of $58,375.51.

Discussion:

Approved By:	Inital	Date
Department Head:	BDS	6/3/26
City Manager:		

Exhibits:
Invoice TO05-04, Invoice TO05-05

6301 Waterford Blvd
Suite 310
Oklahoma City, OK 73118
405.748.6651

April 8, 2026
Invoice No: 000019991 - TO05-04

Chase Tindle
City of McAlester, Oklahoma
28 E Washington Ave.
PO Box 578
McAlester, OK 74501

McAlester Regional Airport (MLC)
Master On-Call Consultant Agreement (2022-2027)

Professional Services From February 21, 2026 Through March 27, 2026

Phase **05CON** **TO05 - Const Taxiway Rehab, MITLs, Vault**

Task Order 05
Rehab Taxiway and Lighting System, Rehab Runway Visual Aids
Agreement Dated 07-22-2025

Professional Personnel

		Hours	Rate	Amount	
Barnas, Patrick		12.00	73.51	882.12	
Barnas, Patrick		10.00	76.45	764.50	
Devereux, Leslie		.50	39.26	19.63	
English, Keenan		4.00	58.80	235.20	
Gooch, Ryan		11.50	49.20	565.80	
Gooch, Ryan		5.50	53.14	292.27	
Mangano, Amanda		1.00	53.64	53.64	
Pendleton, Blake		3.75	30.45	114.19	
Pendleton, Blake		11.50	31.36	360.64	
Tackett, Steven		113.50	34.05	3,864.68	
Tackett, Steven		49.50	35.75	1,769.63	
Tackett, Steven	Ovt	32.50	51.08	1,660.10	
Tackett, Steven	Ovt	18.50	53.63	992.16	
Totals		273.75		11,574.56	
Total Labor			**2.6936 times**	**11,574.56**	**31,177.23**

Reimbursable Expenses

Lodging

2/23/2026	Tackett, Steven	LODGING	127.00
2/24/2026	Tackett, Steven	LODGING	127.00
2/25/2026	Tackett, Steven	LODGING	127.00
2/26/2026	Tackett, Steven	LODGING	127.00
2/27/2026	Tackett, Steven	LODGING	127.00
3/2/2026	Tackett, Steven	LODGING	127.00

3/3/2026	Tackett, Steven	LODGING	127.00	
3/4/2026	Tackett, Steven	LODGING	127.00	
3/9/2026	Tackett, Steven	LODGING	127.00	
3/10/2026	Tackett, Steven	LODGING	127.00	
3/11/2026	Tackett, Steven	LODGING	127.00	
3/12/2026	Tackett, Steven	LODGING	127.00	
3/13/2026	Tackett, Steven	LODGING	127.00	
3/14/2026	Tackett, Steven	LODGING	127.00	
3/16/2026	Tackett, Steven	LODGING	127.00	
3/17/2026	Tackett, Steven	LODGING	127.00	
3/18/2026	Tackett, Steven	LODGING	127.00	
3/19/2026	Tackett, Steven	LODGING	127.00	
3/20/2026	Tackett, Steven	LODGING	127.00	
3/23/2026	Tackett, Steven	LODGING	127.00	
Meals				
2/23/2026	Tackett, Steven	PER DIEM	68.00	
2/24/2026	Tackett, Steven	PER DIEM	68.00	
2/25/2026	Tackett, Steven	PER DIEM	68.00	
2/26/2026	Tackett, Steven	PER DIEM	68.00	
2/27/2026	Tackett, Steven	PER DIEM	68.00	
3/2/2026	Tackett, Steven	PER DIEM	68.00	
3/3/2026	Tackett, Steven	PER DIEM	68.00	
3/4/2026	Tackett, Steven	PER DIEM	68.00	
3/4/2026	Barnas, Patrick	Lunch after MLC progress mtg	39.46	
3/9/2026	Tackett, Steven	PER DIEM	68.00	
3/10/2026	Tackett, Steven	PER DIEM	68.00	
3/11/2026	Tackett, Steven	PER DIEM	68.00	
3/12/2026	Tackett, Steven	PER DIEM	68.00	
3/13/2026	Tackett, Steven	PER DIEM	68.00	
3/14/2026	Tackett, Steven	PER DIEM	68.00	
3/16/2026	Tackett, Steven	PER DIEM	68.00	
3/17/2026	Tackett, Steven	PER DIEM	68.00	
3/18/2026	Tackett, Steven	PER DIEM	68.00	
3/18/2026	Barnas, Patrick	Lunch after progress meeting	30.19	
3/19/2026	Tackett, Steven	PER DIEM	68.00	
3/20/2026	Tackett, Steven	PER DIEM	68.00	
3/23/2026	Tackett, Steven	PER DIEM	68.00	
	Total Reimbursables		**3,969.65**	**3,969.65**

Unit Billing

2026 Mileage Rate

2/23/2026	146722, S. Tackett, 19991, Inspection, OD=91577-91815=238	238.0 Miles @ 0.725	172.55
2/24/2026	146722, S. Tackett, 19991, Inspection, OD=91815-91851=36	36.0 Miles @ 0.725	26.10
2/25/2026	146722, S. Tackett, 19991, Inspection, OD=91851-91886=35	35.0 Miles @ 0.725	25.38
2/26/2026	146722, S. Tackett, 19991, Inspection, OD=91886-91916=30	30.0 Miles @ 0.725	21.75
2/27/2026	146722, S. Tackett, 19991, Inspection, OD=91916-91936=220	220.0 Miles @ 0.725	159.50

3/2/2026	146722, S. Tackett, 19991, Inspection, OD=92136-92367=231	231.0 Miles @ 0.725	167.48	
3/3/2026	146722, S. Tackett, 19991, Inspection, OD=92367-92391=24	24.0 Miles @ 0.725	17.40	
3/4/2026	146722, S. Tackett, 19991, Inspection, OD=92391-92615=224	224.0 Miles @ 0.725	162.40	
3/4/2026	H52477, Barnas, Patrick, 19991, Constr Progress Mtg, 121282-121625, 343 miles	343.0 Miles @ 0.725	248.68	
3/9/2026	146722, S. Tackett, 19991, Inspection, OD:92615-92845=230	230.0 Miles @ 0.725	166.75	
3/10/2026	146722, S. Tackett, 19991, Inspection, OD:92845-92874=29	29.0 Miles @ 0.725	21.03	
3/11/2026	146722, S. Tackett, 19991, Inspection, OD:92874-92901=27	27.0 Miles @ 0.725	19.58	
3/12/2026	146722, S. Tackett, 19991, Inspection, OD:92901-92934=33	33.0 Miles @ 0.725	23.93	
3/13/2026	146722, S. Tackett, 19991, Inspection, OD:92934-92959=25	25.0 Miles @ 0.725	18.13	
3/14/2026	146722, S. Tackett, 19991, Inspection, OD=92959-93187=228	228.0 Miles @ 0.725	165.30	
3/16/2026	146722, S. Tackett, 19991, Inspection, OD=93187-93410=223	223.0 Miles @ 0.725	161.68	
3/17/2026	146722, S. Tackett, 19991, Inspection, OD=93410-93439=29	29.0 Miles @ 0.725	21.03	
3/18/2026	146722, S. Tackett, 19991, Inspection, OD=93439-93470=31	31.0 Miles @ 0.725	22.48	
3/18/2026	H52477, Barnas, Patrick, 19991, Constr Progress Mtg, 123140-123504, 364 miles	364.0 Miles @ 0.725	263.90	
3/19/2026	146722, S. Tackett, 19991, Inspection, OD=93470-93504=34	34.0 Miles @ 0.725	24.65	
3/20/2026	146722, S. Tackett, 19991, Inspection, OD=93504-93733=229	229.0 Miles @ 0.725	166.03	
3/23/2026	Emkay Rental (Enterprise), S. Tackett, 19991, Inspection, OD=21601-21833=232	232.0 Miles @ 0.725	168.20	
	Total Units		**2,243.93**	**2,243.93**

Additional Fees

Profit		4,676.58	
	Total Additional Fees	**4,676.58**	**4,676.58**

Billing Limits	Current	Prior	To-Date
Total Billings	42,067.39	110,352.60	152,419.99
Limit			343,900.00
Remaining			191,480.01

Total this Phase	**$42,067.39**
TOTAL THIS INVOICE	**$42,067.39**

6301 Waterford Blvd
Suite 310
Oklahoma City, OK 73118
405.748.6651

May 4, 2026
Invoice No: 000019991 - TO05-05

Chase Tindle
City of McAlester, Oklahoma
28 E Washington Ave.
PO Box 578
McAlester, OK 74501

McAlester Regional Airport (MLC)
Master On-Call Consultant Agreement (2022-2027)

Professional Services From March 28, 2026 Through April 24, 2026

Phase 05CON TO05 - Const Taxiway Rehab, MITLs, Vault
Task Order 05
Rehab Taxiway and Lighting System, Rehab Runway Visual Aids
Agreement Dated 07-22-2025

Professional Personnel

		Hours	Rate	Amount	
Barnas, Patrick		23.00	76.45	1,758.35	
Devereux, Leslie		.75	42.01	31.51	
Gooch, Ryan		29.00	53.14	1,541.06	
Mangano, Amanda		3.00	53.64	160.92	
Pendleton, Blake		7.50	31.36	235.20	
Steelman, Todd		2.00	79.81	159.62	
Tackett, Steven		23.00	35.75	822.25	
Tackett, Steven	Ovt	2.50	53.63	134.08	
Totals		90.75		4,842.99	
Total Labor			**2.6936 times**	**4,842.99**	**13,045.08**

Reimbursable Expenses

Lodging				
4/3/2026	Tackett, Steven	LODGING	127.00	
4/22/2026	Tackett, Steven	LODGING	127.00	
4/23/2026	Tackett, Steven	LODGING	127.00	
Meals				
4/3/2026	Tackett, Steven	PER DIEM	68.00	
4/22/2026	Tackett, Steven	PER DIEM	68.00	
4/23/2026	Tackett, Steven	PER DIEM	68.00	
CEI Supplies				
4/22/2026	Tackett, Steven	Marker paint	65.87	
	Total Reimbursables		**650.87**	**650.87**

Unit Billing

2026 Mileage Rate

4/3/2026	146722, S. Tackett, 19991, Inspection, OD=94106-94422=316	316.0 Miles @ 0.725	229.10	
4/3/2026	H52477, Barnas, Patrick, 19991, Final Inspection, 124378-124721, 343 miles	343.0 Miles @ 0.725	248.68	
4/22/2026	146722, S. Tackett, 19991, Inspection, OD=95820-95944=124	124.0 Miles @ 0.725	89.90	
4/23/2026	146722, S. Tackett, 19991, Inspection, OD=95944-96065=121	121.0 Miles @ 0.725	87.73	
	Total Units		**655.41**	**655.41**

Additional Fees

Profit		1,956.76	
	Total Additional Fees	**1,956.76**	**1,956.76**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	16,308.12	152,419.99	168,728.11
Limit			343,900.00
Remaining			175,171.89

Total this Phase	**$16,308.12**
TOTAL THIS INVOICE	**$16,308.12**

McAlester City Council
AGENDA REPORT

Meeting Date: Tuesday, June 9, 2026
Department: Admin
Prepared By: Elizabeth Neboyia, Chief Executive Assistant
Date Prepared: 06/05/2026

Account Code:
Budgeted Amount:

Subject:
11. Discussion and possible action to authorize the Interim City Manager to present an official offer for property adjacent to the Wastewater Treatment Plant. *(Ken Wimer, Interim City Manager)*

Recommendation:
Motion to authorize the Interim City Manager in presenting an official offer to property adjacent west to the Wastewater Treatment Plant. *(Ken Wimer, Interim City Manager)*

Discussion:

Approved By:	Inital	Date
Department Head:		
City Manager:	kjw	5 June 26

Exhibits:
None

Council Chambers
Municipal Building
May 26, 2026

The McAlester Airport Authority met in a Regular Meeting on Tuesday, May 26, 2026, at 6:00 P.M., after proper notice and agenda was posted May 22, 2026 at 11:23 A.M.

Attending: Robin Woodley, Mike Brooks, Levi Gilmore, Billy Jack Boatright, Kevin Beaty, Chris Stone & Justin Few
Absent:
Presiding Justin Few, Chairperson

A motion was made by Trustee Boatright and seconded by Trustee Gilmore to approve the following:

A. Approval of Minutes from the May 12, 2026, Regular Meeting of the McAlester Airport Authority. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Concur with action taken on City Council Agenda Item C. regarding Claims for May 05, 2026, through May 19, 2026 in the amounts of $41,726.02. *(Sherri Swift, Chief Financial Officer)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Brooks, Beaty, Stone, Boatright, Gilmore, Woodley & Chairperson Few
NAY: None

Chairperson Few declared the motion carried.

There being no further business to come before the Authority, Trustee Boatright moved for the meeting to be adjourned, seconded by Trustee Gilmore. There was no discussion, and the vote was taken as follows:

AYE: Trustees Brooks, Beaty, Stone, Gilmore, Boatright, Woodley & Chairperson Few
NAY: None

Chairperson Few declared the motion carried, and the meeting was adjourned 7:10 P.M.

ATTEST:

Justin Few, Chairperson

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 26, 2026

The McAlester Public Works Authority met in a Regular Meeting on Tuesday, May 26, 2026, at 6:00 P.M. after proper notice and agenda was posted May 22, 2026 at 11:23 A.M.

Attending: Robin Woodley, Billy Jack Boatright, Levi Gilmore, Kevin Beaty, Chris Stone, Mike Brooks & Justin Few
Absent:
Presiding: Justin Few, Chairperson

A motion was made by Trustee Beaty and seconded by Trustee Boatright to approve the following:

A. Approval of Minutes from the May 12, 2026, Regular Meeting of the McAlester Public Works Authority. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Concur with action taken on City Council Agenda Item C. regarding Claims for May 05, 2026, through May 19, 2026 in the amount of $336,462.46. *(Sherri Swift, Chief Financial Officer)*

C. Concur with action taken on City Council Agenda Item D, acknowledge receipt of ODEQ Permit No. WL000011251080 for DWSRF Project #20A Phase 1, Choctaw Avenue Water Line Project. (*Jared Cottle, P.E., Interim Utilities Director)*

There being no further business to come before the Authority. Trustee Beaty moved for the meeting to be adjourned, seconded by Trustee Boatright, and the vote was taken as follows:

AYE: Trustees Stone, Beaty, Brooks, Gilmore, Woodley, Boatright & Chairperson Few
NAY: None

Chairperson Few declared the motion carried, and the meeting was adjourned at 7:11 P.M.

ATTEST:

_____
Justin Few, Chairperson

_____
Cora Middleton, Secretary

Council Chambers
Municipal Building
May 26, 2026

The McAlester Economic Development Authority met in a Regular Meeting on Tuesday, May 26, 2026, at 6:00 P.M. after proper notice and agenda was posted May 22, 2026 at 11:23 A.M.

Attending: Robin Woodley, Kevin Beaty, Levi Gilmore, Chris Stone, Billy Jack Boatright, Mike Brooks & Justin Few
Absent:
Presiding: Justin Few, Chairperson

A motion was made by Trustee Stone and seconded by Trustee Gilmore to approve the following:

A. Approval of Minutes from the May 12, 2026, Regular Meeting of the McAlester Economic Development Authority. *(Elizabeth Neboyia, Chief Executive Assistant)*

B. Concur with action taken on City Council Agenda Item C. regarding Claims for May 05, 2026, through May 19, 2026 in the amount of $529,628.98. *(Sherri Swift, Chief Financial Officer)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Brooks, Beaty, Stone, Gilmore, Boatright, Woodley & Chairperson Few
NAY: None

Chairperson Few declared the motion carried.

There being no further business to come before the Authority, Trustee Stone moved to adjourn the meeting. The motion was seconded by Trustee Gilmore and the vote was taken as follows:

AYE: Trustees Brooks, Beaty, Gilmore, Stone, Boatright, Woodley & Chairperson Few
NAY: None

Chairperson Few declared the motion carried and the meeting was adjourned at 7:11 P.M.

ATTEST:

_____
Justin Few, Chairperson

_____
Cora Middleton, Secretary