



McAlester Stormwater Drainage System
Advisory Committee
NOTICE OF MEETING



Special Meeting Agenda
Thursday, May 28, 2026 - 2:00 PM

CALL TO ORDER

Announce the presence of a Quorum.

ROLL CALL

SCHEDULED BUSINESS

1. Discussion and possible action to approve the Minutes from February 4, 2026. Regular Meeting of the Stormwater Drainage Advisory Committee.
2. Discussion and possible action to approve the purchase of property located at 836 E Carl Albert Parkway for Stormwater Operational Facility.

NEW BUSINESS

ADJOURNMENT



McAlester Stormwater Drainage System
Advisory Committee
AGENDA REPORT



Meeting Date: Thursday, May 28, 2026
Department: Utilities
Prepared By: Kyndall Young, Administrative Assistant
Date Prepared: 05/26/2026

Account Code:
Budgeted Amount:

Subject:
 Discussion and possible action to approve the Minutes from February 4, 2026. Regular Meeting of the Stormwater Drainage Advisory Committee.

Recommendation:
 Motion to approve the Minutes from February 4, 2026. Regular Meeting of the Stormwater Drainage Advisory Committee.

Discussion:

Approved By:		Inital		Date
Department Head:	JWC		05.26.26	
City Manager:		kjw	26 May 26	

Exhibits:
 SWAC MEETING MINUTES 02.04.2026

**Stormwater Drainage System Advisory Committee
Special Meeting Minutes**

Date: February 3, 2026

Time: 2:00 P.M.

Place: City Hall, 2nd Floor Conference Room

BOARD MEMBERS:

Mayor Justin Few, Interim City Manager Ken Wimer, Misty Wilson,
Jerret Sanders Eric Markland Sam Wampler Valerie Fagundes

AGENDA:

1. Call to Order

The meeting was called to order at 2:02 P.M.

2. Roll Call

Present: Interim City Manager Ken Wimer, Misty Wilson, Jerret Sanders, Eric Markland

Absent: Sam Wampler, Valerie Fagundes, Mayor Justin Few

3. Approval of minutes from April 30, 2025, Regular Quarterly Meeting

After a brief discussion of a spelling error, a motion to approve the Minutes from April 30, 2025, Regular Quarterly Meeting as amended was made by Jarret Sanders. The motion was seconded by Misty Wilson, and the vote was taken as follows:

AYE: Ken Wimer, Misty Wilson, Jarret Sanders, Eric Markland

NAY: None

Motion carried.

4. Discussion on Stormwater Program updates

Sophia West shared that she had four (4) projects starting up, to include Storm Sewer Improvements at Ridge and B St, Polk and B St, Hope and Brewer, and Main St and Jefferson. At Ridge and B, Sophia stated that the storm pipe has failed, and this project will be the last to complete due to other repairs needed, but this project has already been awarded to Pinnacle Underground. The second project, Polk and B, consists of installing concrete pipe under the road, but the contractor believes that the pipe is too big, and Sophia was going to check on this issue later in the afternoon. Sophia emphasized that Polk often floods, and this project will play a part in fixing the drainage issues. Hope and Brewer will also consist of a concrete pipe installation under the road. Main and Jefferson Project will include the installation of a storm pipe and a junction box. Sophia shared that the Request for Proposal is in progress for the TH Rogers Canal, and the Airport drainage project bid opening is on February 4, 2026. Erik Markland asked for

clarification on Corps of Engineers owned streambed, Sophia advised that the Main Street Canal is City owned. Sophia shared that the City has a plan for inflow and infiltration issues to raise several manholes that lie in creeks or on creek beds as a result of a Consent Order from DEQ. Sophia shared that she is working on getting the Stormwater crew in one centralized location at the Utility Maintenance yard. She also stated that the City is saving money by having the Stormwater Crew versus hiring contractors to do the same work. Sophia shared that there are 2 different plans on the Green Meadows drainage issue.

5. Adjournment



McAlester Stormwater Drainage System
Advisory Committee
AGENDA REPORT



Meeting Date: Thursday, May 28, 2026
Department: Utilities
Prepared By: Kyndall Young, Administrative Assistant
Date Prepared: 05/20/2026

Account Code:

Budgeted Amount: Discussion and possible action to approve the purchase of property located at 836 E Carl Albert Parkway for Stormwater Operational Facility.

Subject:

Discussion and possible action to approve the purchase of property located at 836 E Carl Albert Parkway for Stormwater Operational Facility.

Recommendation:

Motion to approve the purchase of property located at 836 E Carl Albert Parkway for Stormwater Operational Facility.

Discussion:

Approved By:	Initial	Date
Department Head:	SW	05/20/2026
City Manager:	kjw	21 May 26

Exhibits:

OREC - Disclosure to Buyer of Broker Duties (01-01-2026), Listing Agreement - Commercial_Industrial Exclusive Right To Sell, Blank Addendum

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement, Contract of Sale of Real Estate, Other

1. DUTIES AND RESPONSIBILITIES. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
b. unless specifically waived in writing by a party to the transaction:
1. receive all written offer and counteroffers;
2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3. present timely all written offers and counteroffers.
c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
e. timely account for all money and property received by the Broker;
f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
1. that a party or prospective party is willing to pay more or accept less than what is being offered,
2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
4. information specifically designated as confidential by a party unless such information is public.
g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. BROKER PROVIDING FEWER SERVICES. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

Buyer's Printed Name City of McAlester Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____

This is a legally binding contract; if not understood seek advice from an attorney.

LISTING AGREEMENT – COMMERCIAL/INDUSTRIAL EXCLUSIVE RIGHT TO SELL

In consideration of the services to be rendered by the undersigned Broker the undersigned ("Seller/Owner") hereby exclusively lists with Broker the Property described as:

Property Address 836 E Carl Albert Pkwy Mcalester OK 74501-5103

Legal Description Long legal-See addendum

together with all improvements (the "Property"), and grants to Broker the exclusive right to sell the Property and to accept a deposit thereon, within the term of this listing, at a price of \$ 399,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller/Owner. This listing shall be subject to the following:

1. The term of this Listing Agreement begins on April 27 2026, and expires (except for the provisions of paragraph 2) at midnight on October 27 2026.
2. Seller/Owner agrees to pay a sales commission at Closing in an amount equal to 6% of the total sale price of the Property described herein, as and for the compensation of Broker, in any of the following events:
 - a. The sale, exchange or lease of the Property, in whole or in part, during the term of this Agreement, whether procured by Broker, Seller/Owner, or a third person;
 - b. The sale, exchange or lease of the Property within 90 days after the termination of this Agreement, if with any one to whom Broker or any cooperating Broker has shown the Property, or with whom the Broker or any cooperating Broker has negotiated concerning the Property ("Prospective Purchasers/Tenants") prior to the termination of this Agreement; provided, however, Broker shall deliver to Seller/Owner a notice in writing containing a list of the name or names of such Prospective Purchasers/Tenants within twenty (20) days of the Expiration Date. If Seller/Owner enters into an exclusive listing agreement with another licensed real estate broker with respect to the Property, Seller/Owner agrees to exclude the "Prospective Purchasers/Tenants" from any such other exclusive listing agreement for and during the period stated herein;
 - c. In the event the subject Property is leased as described in paragraphs 2(a) and 2(b), the Seller/Owner agrees to pay a leasing commission. Said leasing commission shall be at the same rate as set out above of the gross rentals for the primary term upon execution of the lease and for all renewals, extensions and expansions when executed as compensation to Broker. For the purpose of this paragraph gross rentals is defined as base rent plus Common Area Maintenance (CAM), if any. Total commissions on CAM shall be calculated at the initial monthly rate identified in the lease agreement;

The Lease Commission shall be payable as follows: _____

- d. If Seller/Owner refuses to sell after Broker procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller/Owner;
 - e. Upon the closing of a sale of the Property to any tenant whose Lease Term commenced during the term of this Agreement, provided that Seller/Owner shall be allowed a credit on such commission equal to the amount of leasing commission paid on any part of the Lease Term remaining.
3. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller/Owner agrees:
 - a. Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the Buyer's check endorsed for deposit without recourse, in Broker's trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. To furnish a current Uniform Commercial Code Search Certificate and an abstract of title certified to date showing merchantable title in Seller/Owner, subject only to reasonable utility easements and building restrictions of record, and other exceptions specified in the Contract;
 - c. At the time prescribed in the Contract, to convey the Property by Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract;
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, special assessments and any other continuing items shall be prorated to the date of transfer, except that personal property taxes for the entire year shall be paid by Seller/Owner;
 - e. Seller/Owner acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Seller/Owner understands that fees for these services

LISTING AGREEMENT – COMMERCIAL/INDUSTRIAL EXCLUSIVE RIGHT TO SELL (Continued)

are shared equally by Seller/Owner and Buyer and Seller/Owner agrees to pay Seller's/Owner's share of such fees to a closing escrow company or directly to the Listing Broker. Seller/Owner understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

4. In order to fulfill Seller's/Owner's and Broker's obligations of disclosure, if the Property has been damaged or affected by storm run off water or flooding, is located in a flood hazard area, or if the Property has any other material defect, Seller/Owner has communicated in writing any such defect to the Broker. Broker is authorized to disclose to any potential buyer any such defects and any other material information, including the flood hazard status of the Property, known by the Broker relating to the Property.
5. All of the information provided herewith, or which may be provided to Broker, shall be true to the best of Seller's/Owner's knowledge and Seller/Owner agrees to hold Broker, Broker's employees and sales associates harmless from any cost, expense, or damage due to any information which is withheld by Seller/Owner from Broker, or which is incorrect.
6. Seller/Owner agrees to cooperate with Broker, Broker's sales associates and cooperating brokers fully with respect to Broker's efforts to sell the Property. Seller/Owner agrees to refer to Broker all inquiries received by Seller/Owner relating to the purchase or sale of the Property and to conduct all negotiations with prospective purchasers of the Property through Broker. Seller/Owner further agrees to furnish Broker such information concerning the Property as Broker may reasonably request from time to time as a result of inquiries by prospective purchasers.
7. Seller/Owner agrees to reimburse Broker for expenses incurred by Broker in advertising or marketing the Property, which are expressly authorized by the Seller/Owner.
8. In connection with this Listing Agreement, Seller/Owner authorizes Broker:
 - a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. Subject to the provisions of Paragraph 10, at Seller's/Owner's expense, to turn on, or leave on, all utilities, and to authorize servicemen to do so, in order to show the Property to its best advantage or to permit inspection thereof;
 - c. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - d. To obtain a key to the Property, and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - e. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - f. Unless the Contract provides otherwise, Broker and Seller/Owner agree that Broker shall be authorized to accept delivery of Contract documents, title documents, inspection reports and other notices provided in the Contract on behalf of the Seller/Owner, and to accept a similar appointment by Buyers and prospective Buyers.
9. Broker duties and responsibilities:
 - A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:
 1. Treat all parties with honesty and exercise reasonable skill and care;
 2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
 3. Timely account for all money and property received by the broker;
 4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.

LISTING AGREEMENT – COMMERCIAL/INDUSTRIAL EXCLUSIVE RIGHT TO SELL (Continued)

- 5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
 - 6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
 - B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:
 - 1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
 - 2. Keep the party informed regarding the transaction.
 - C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- 10.** Broker shall use Broker's best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®. Broker shall not be charged with the custody of the Property, its management, maintenance, repair, or protection of Property from climatic changes (freezing, etc.).
- 11.** Forfeited earnest money, if any, shall be divided equally between Seller/Owner and Broker, except that Broker's portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller/Owner of any obligation to pay a commission.
- 12.** The term "Broker" herein shall include any sales associate or broker-associate of Broker whose signature appears on this Agreement.
- 13.** This Property is offered without regard to sex, race, religion, color, ancestry, handicap, familial status, or national origin.
- 14.** Seller/Owner and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
- 15. SPECIAL CONDITIONS.**

Accepted This 27th Day of April, 2026

BROKER:

First Realty Inc

By _____

Cully Stevens

Phone No. (918) 423-3122

Fax No. (918) 423-7565

Accepted This 27th Day of April, 2026

SELLER/OWNER

Iron Works Union

836 E Carl Albert Pkwy McAlester
Mailing Address of Seller-Owner **OK 74501-5103**

Phone No. _____

Fax No. _____

ADDENDUM

PROPERTY:

836 E Carl Albert Pkwy Mcalester OK 74501-5103

Full Legal Description:

LOTS 1 & 2 BLK 343 SO MCALESTER & BEG AT THE NW/C BLK 3;74 (WHICH IS ALSO THE SW/C BLK 343), N23 29W 291.4' TO A PT BEING 50' SELY FROM THE CNTRLN OF CRI&P RR CO/S MAIN TRACK, S63 41W & // WITH SAID TRACK 280' TO A PT, S23 29E 189.35' TO A PT SAID PT BEING 10' FROM CNTRLN OF RR SPUR TRACK, N88 48E & // WITH SAID RR SPUR TRACK 220.61' TO A PT, N7 28E 35' TO A PT, S82 32E 68.2' TO POB

Date: _____

Date: _____

Signature

Signature

Date: _____

Date: _____

Blank Addendum