



AGENDA

TAHLEQUAH CITY COUNCIL - REGULAR MEETING

Date/Time of Meeting Friday, July 19, 2024 at 8:30 AM

Place of Meeting The meeting will be held at 111 Cherokee Ave. Tahlequah, OK 74464 (voting members of the public body will be present in person).

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

Join "Zoom" Meeting
Meeting ID: [861 9544 6518](#)
Passcode: [4566500](#)

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) **Public Notice:** A Public Notice of meeting was provided on July 16, 2024, at 2:00 p.m. at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. REGULAR SESSION

- a) Discussion and possible action to approve or deny the Mayor authorization to sign a memorandum of understanding between the City of Tahlequah and the Cherokee Nation related to the selling of Phoenix Park and donation of \$7,000,000 for the expansion of Anthis-Brennan Park, and amend the budget accordingly.
- b) Discussion and possible action to approve or deny the Mayor authorization to negotiate and sign an agreement with Hellas for the expansion of Anthis-Brennan Park development in accordance with TOPS Contract #230202 and #230203, upon receipt of donated funds from the Cherokee Nation.
- c) Discussion and possible action to approve or deny the Mayor authorization to enter the City into a real estate agreement with Redhawk Inn, LLC for the selling of property located at 124 Shawnee Street.

- d) Discussion and possible action to approve or deny the Mayor authorization to begin negotiating the purchase of a property located in the Business & Technology Park from the Tahlequah Regional Development Authority.

3. ADJOURN



Tahlequah City Council AGENDA ITEM REPORT

Item No. 2a
Meeting Date 7/19/2024
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to approve or deny the Mayor authorization to sign a Memorandum of Understanding between the City of Tahlequah and the Cherokee Nation related to the selling of Phoenix Park and donation of \$7,000,000 for the expansion of Anthis-Brennan Park, and amend the budget accordingly.

Background

Exhibits

1. MOU.Tahlequah.CherokeeNation.AnthisBrennanSportsComplex

Funding Source

Request

MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding (MOU), the Tahlequah City Council on behalf of the City of Tahlequah and **Cherokee Nation**, acknowledge and agree as follows:

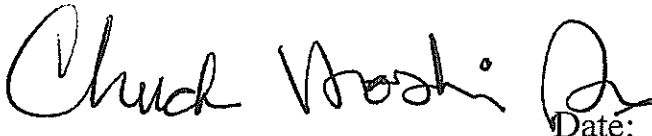
1. Cherokee Nation is a federally recognized sovereign Indian Nation with exclusive tribal jurisdiction over the Cherokee Nation Reservation, a geographic area defined more specially in federal or tribal law.
2. City of Tahlequah is a municipality that operates within the Cherokee Nation reservation, municipal services that positively impact citizens and visitors within the Cherokee Nation Reservation.
3. Cherokee Nation has developed a COVID-19 response and recovery plan, known as Respond, Recover and Rebuild (RRR), funded in part by the federal American Rescue Plan Act (ARPA). Cherokee Nation's RRR plan includes support for other governments and community partners where such support furthers Cherokee Nation's COVID-19 response and recovery efforts. Provision of such support, including Beneficiary payments to organizations, is subject to Cherokee Nation and federal laws, regulation and policies, including ARPA. Cherokee Nation has determined that the provision of resources detailed herein comply with the aforementioned laws, regulations and policies, subject to future relevant reporting and compliance obligations under Cherokee Nation and federal law.
4. Cherokee Nation, by the undersigned, has executed this agreement under the additional authority of a resolution of the Council of the Cherokee Nation signed by Principal Chief Chuck Hoskin, Jr, on April 19, 2024 a copy of which is attached to this MOU as Exhibit A.
5. Cherokee Nation and the City of Tahlequah mutually agree to achieve compliance with the use of resources provided under the RRR plan; by means of open communication, the execution of additional agreements and reports relevant to the subject of this MOU, while acting in compliance with applicable Cherokee Nation and federal law, including ARPA SLFRF Guidance.
6. Cherokee Nation agrees to provide a beneficiary payment of \$7,000,000 to the City of Tahlequah by ____ date.
7. The parties further understand that the provision and use of this beneficiary payment are subject to the following:
 - a. That the City of Tahlequah has identified the use of the funds (up to \$7,000,000) and is required by U.S. Treasury guidance, Cherokee Nation policy and this MOU to utilize any and all contributions mentioned herein as agreed.
 - b. The beneficiary provided funds will be delegated in their entirety to support the construction of four softball/baseball fields in the Anthis Brennan Sports Complex.
 - c. The failure of the City of Tahlequah to comply with any section of this MOU, any agreements pursuant thereto, ARPA SLFRF Guidance, or any laws, rules or regulations relating to ARPA may result in Cherokee Nation recouping up to

100% of the funds provided under this agreement and/or disallowance of funding to the City of Tahlequah from Cherokee Nation for Cherokee Nation fiscal years 2022-2024.

- d. If the softball/baseball fields described in paragraph 6.b herein is not complete and operational by December 31, 2026, the funds provided by Cherokee Nation to the City of Tahlequah pursuant to paragraph 6.a herein will be deemed a debt owed by the City of Tahlequah to Cherokee Nation to be collected up to and incident the amount of said funds at Cherokee Nation's option with the City of Tahlequah's remaining obligations under this MOU in full force and effect.
8. The parties further understand that in response to the beneficiary payment, the City of Tahlequah will support the following:
- a. Appropriate permanent naming rights to the Cherokee Nation to the softball/baseball fields referenced above, for the life of the fields.
 - b. Prohibition on advertising at or in connection with the ballfields by competitor of any wholly owned or controlled business or nonprofit entity of the Cherokee Nation and prohibition on advertising at or in connection with the ballfields by any other tribe.
 - c. A legal interest in the property on which the softball/baseball fields will be built such that Cherokee Nation will have first right of refusal on a future purchase, less Cherokee Nation's allocation of funds provided for herein.
 - d. Complimentary usage of the softball/baseball fields for official Cherokee Nation events, specifically including but not limited to the Cherokee National Holiday events, for reasonable periods of time annually.
 - a. First right of refusal on concession stand operation and proceeds for Cherokee Nation hosted events
 - e. Complimentary advertising opportunities at or in connection with the softball/baseball fields for Cherokee Nation and any wholly owned or controlled business or nonprofit entity of the Cherokee Nation.
 - f. Any obligations by the City of Tahlequah, other than permanent naming rights by Cherokee Nation, extend no less than 25 years subject to automatic renewal.
9. The City of Tahlequah agrees to the following:
- a. Sell the 25.25 acres constitution Phoenix Park to the Cherokee Nation for \$1.
 - b. Provide \$40,000 to the Housing Authority of the Cherokee Nation to pay for one-half of a comprehensive housing study for Cherokee County.
 - c. Conduct an in-depth homeless study in Tahlequah and provide the final report to Cherokee Nation.
 - d. Provide \$170,000 to the Cherokee Nation to offset year one operational costs of a new homeless shelter to be built on the Phoenix Park property.
10. This MOU constitutes the complete agreement between the parties. This MOU is effective the latest date of execution and may be modified by any party in writing between the date of the dispersal of funds and December 1st 2024 and must be agreed upon by all parties and resigned before effective.

11. This MOU was executed pursuant to the laws of the Cherokee Nation and the state of Oklahoma with no waiver of any sovereign immunity that may exist on the part of the Cherokee Nation or the City of Tahlequah.
12. This MOU is effective July 10, 2024.

CHEROKEE NATION


Date: July 10, 2024

Chuck Hoskin, Jr.,
Principal Chief

CITY OF TAHLEQUAH

_____ Date: _____

Suzanne Myers
Mayor



Tahlequah City Council AGENDA ITEM REPORT

Item No. 2b
Meeting Date 7/19/2024
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to approve or deny the Mayor authorization to negotiate and sign an agreement with Hellas for the expansion of Anthis-Brennan Park development in accordance with TOPS Contract #230202 and #230203, upon receipt of donated funds from the Cherokee Nation.

Background

Exhibits

1. 07.19.2024 Hellas

Funding Source

Request



July 17, 2024

Ms. Suzanne Myers
Mayor
City of Tahlequah
Smyers@tahlequah.gov
918-453-7299

**RE: City of Tahlequah Anthis Brennan Sports Complex – Opt 2
Synthetic Turf Fields Proposal – Final Rev**

Hellas is pleased to provide you with this proposal. The proposal is based on Hellas' available cooperative contracts. Through this contract, Hellas' products and services have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, construction drawings.
5. Provide, prior to construction, all required submittals.
6. Provide, prior to construction, synthetic turf shop drawings.
7. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL 1 – BASEBALL SPORTS COMPLEX

TOPS 230202 Synthetic or Natural Sport Fields, Courts or Tracks

Sitework

Hellas scope of work:

1. Construct one (1) construction entrance.
1. Excavation to subgrade. Excavated materials will be stored on-site at the owner's directed location.

Subgrade

Hellas scope of work:

1. Follow recommendations by the Geotechnical Report prepared by Building & Earth, Project No. TU230198. 12" of moisture conditioning of exposed subgrade after cut and fill operations. Then, backfill with select fill to reach the new subgrade elevation. ***This work also includes the future parking lot area.***





Field Drainage System and Utilities

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping, connections and outflow for the fields and total site.
2. Utilities – Provide and install all necessary pipes for water and sanitary sewer discharge/connection to the concession building.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. 4 – Set of baseball/softball bases.
 - B. 12 – Home Plate.
 - C. 12 – Pitchers Rubber.
 - D. 8 – Foul poles.
 - E. 4 – Removable outfield fence. Each set fence can be adjusted to three different distances from home (200', 225,' and 250')

Backstop

Hellas scope of work:

1. Provide and install a 30'H netting system with 2'-8" H masonry at the backstop for each field.
2. Provide and install backstop padding for all fields.

Concrete

Hellas scope of work:

1. Concrete Curb - Construct the necessary concrete curb (12" x 12") reinforced with two (2) #4 rebar continuous.
2. Flatwork - Construct ±27,340 square feet of concrete sidewalks.

Fence

Hellas scope of work:

1. Furnish and install a 6' tall vinyl-coated chain link fence around fields and the entire site.
2. Furnish and install ±229 linear feet of a 10' tall vinyl-coated chain link fence for one of the fields..
3. Furnish and install all necessary linear feet of yellow corrugated Safety Cap over the outfield and foul lines.

Batting Cage

Hellas scope of work:

1. Construct a ±3,750 square feet of a 5" thick concrete slab.
2. Install a **matrix helix® Major Play 42 oz.** synthetic turf system for the entire area.
3. Install a metal roof with columns to cover the batting cage area.
4. Install a netting system for four (4) tunnels.



Scoreboards

Hellas scope of work:

1. Baseball/Softball- Provide and install four (4) LX1710, BASEBALL, 16FT X 5FT scoreboards. This include all civil and electrical work.

Premanufactured Buildings

Hellas scope of work:

1. Ticket Booth - Construct ±126 square feet of building for the ticket booth.
2. Concession Building – Construct ±780 square feet of a one-story concession building for storage, restrooms, and concessions.

Electrical

Hellas scope of work:

1. Installation of (1) 208-volt 50-amp circuit and (1) data raceways each from the concession building to (4) press boxes.
2. Installation of (1) 208- volt 50-amp circuit to (1) ticket both. No interior wiring to be done inside ticket booth.
3. Installation of (1) 120/208 250amp panel to (1) concession building. No interior wiring to be done inside the concession building.
4. Installation of (1) 480-volt 600-amp service panel to be installed on the exterior of concession building,
5. Service wiring not to exceed 350ft from the concession building.
6. Installation of (1) 480-volt 100-amp equipment panel to be installed on the exterior of concession building.
7. Installation of 350ft of 2" PVC with pull string for Data service.
8. Installation of (2) 120-volt 20-amp circuits from existing concession building to new batting cage location.
9. Installation of (4) 120-volt 20-amp outlets in the new batting cage location.
10. Installation of one (1) outlet for electrical connections behind each backstop wall.

Bleachers and covers

Hellas to Furnish, Deliver and Install:

1. Bleacher (4 Units) Approximately 100 seats each
 - I. Clear anodized Aluminum seats.
 - II. Mill finish double aluminum footboards at all rows.
 - III. Clear anodized Aluminum risers at all rows.
 - IV. Galvanized steel frames, bracing and rail post.
 - V. Two (2) line rail system w/9 ga. chain link fence at back and sides to 3rd row.
 - VI. Handicap wheelchair spaces with companion seats and guardrails.
 - VII. Vertical aisle 48" wide, with aluminum mid-rails and contrasting nosing.
2. Shade Structures
 - I. Four (4) Post Hip Super – 23' x 46' x 11'
 - II. Color to be defined by the owner.



Landscape Grass and Irrigation between the fields

Hellas scope of work:

1. Provide and install 4" of topsoil
2. Provide and install landscape grass for high-traffic
3. Design, provide, and install a new irrigation system for these areas. System installation from the outside meter installed by the city.

TOPS 230203 Sports Facility Lighting

Sports Lighting

Hellas scope of work:

1. Installation of wiring and raceways for (18) sports lighting poles with (54) 40pi and (194) 20pi Hellas Z600 fixtures.
-

BASE PROPOSAL 2 – SOFTBALL FIELDS TURF CONVERSION

TOPS 230202 Synthetic or Natural Sport Fields, Courts or Tracks

Sitework

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Excavation to subgrade. Excavated materials will be stored on-site at the owner's directed location.

Subgrade

Hellas scope of work:

1. Follow the recommendations of the Geotechnical Report prepared by Building & Earth, Project No. TU230198. 12" of stabilization of the exposed subgrade with quick lime @4" rate.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping for the field. Assumes connection point is $\pm 100'$ lineal feet from the sod field perimeter. If the connection point is more than 100' from the existing sod field perimeter, a remediation will be negotiated between owner and Hellas.

Concrete

Hellas scope of work:

1. Concrete Curb - Construct the necessary concrete curb (12" x 12") reinforced with two (2) #4 rebar continuous.

Synthetic Turf Field

Hellas scope of work:

1. Impervious Liner – Provide and install 30 mil impervious liner over subgrade, under perimeter collector pipe and attach to existing curb and nailer.



2. Nailer – Provide and install 2” x 4” **EcoNailer™**.
3. Composite Flat Drain – Provide and install 1” x 12” composite flat drain at 30’ O.C.
4. Drainage Stone – Provide and place 4” permeable base stone and 1” permeable finish stone; each course laser graded and compacted to proper planarity and density.
5. Synthetic Turf - Provide and install **matrix helix® Major Play 42 oz.** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Baseball/Soccer lines and markings per attached rendering.
 - Three (3) sets of 80 oz. removable panels per each field.
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate and ambient ground SBR rubber.
 - Provide 8-year manufacturer warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. 1 – Set of baseball/softball bases.
 - B. 4 – Home Plate.
 - C. 4 – Pitchers Rubber.
 - D. 2 – Foul Poles.
-



Baseball Sport Complex Breakdown

Description	Cost
Mobilization and General Conditions	\$ 460,791.00
Design Fees +/- 2%	\$ 170,000.00
Earthwork, Demolition & Subgrade Preparation	\$ 933,525.00
Utility Work (Sanitary, Water and Site Storm)	\$ 85,805.00
Vertical Drainage and Turf System	\$ 2,827,749.00
Site Electrical	\$ 573,127.00
Sports Lighting	\$ 746,273.00
Fence Work	\$ 350,596.00
Concrete Work	\$ 456,630.00
Backstop Work	\$ 404,928.00
Concession and Ticket Booth Buildings	\$ 577,751.00
Scoreboards	\$ 195,747.00
Landscape Between Fields	\$ 231,340.00
Batting Cage (Roof, Netting, Turf)	\$ 270,625.00
Removable Fence (4 Units)	\$ 172,223.00
Bleachers and Covers	\$ 241,590.00
Total Baseball Proposal	\$ 8,698,700.00

Softball Fields Turf Conversion Breakdown

Description	Cost
Mobilization and General Conditions	\$ 265,113.00
Earthwork	\$ 534,302.00
Vertical Drainage and Turf System	\$ 1,566,113.00
Concrete Work	\$ 86,701.00
Total Softball Proposal	\$ 2,452,229.00

PROPOSAL PRICES

1. Baseball Sport Complex	\$ 8,698,700.00
2. Softball Fields Turf Conversion	\$ 2,452,229.00
3. BASE BID TOTAL	\$11,150,929.00

**Price is valid for 30 days of this proposal's date.*



PROPOSAL ALTERNATES

1. Add alternate to build a playground as shown on the rendering. Hellas scope:
 - a. Excavation to subgrade.
 - b. Excavated materials will be stored on-site at the owner's directed location.
 - c. 1 EA - 5-12 Playground Structure
 - d. 1 EA - 2 Bay Swing with 4 belt seats.
 - e. 2 EA - 4 Post Hip Super – 35' x 30' x 12'
 - f. Impervious Liner – Provide and install 30 mil impervious liner over subgrade, under perimeter collector pipe and attach to existing curb and nailer.
 - g. Nailer – Provide and install 2" x 4" **EcoNailer™**.
 - h. Drainage Stone – Provide and place 3" permeable base stone and 1" permeable finish stone; each course laser graded and compacted to proper planarity and density.
 - i. Synthetic Turf - Provide and install **Kickabout™ Major Play 42 oz.** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Sand Infill.
 - Provide 8-year manufacturer warranty.

After synthetic turf installation, Hellas will provide an operation and maintenance orientation for care of the turf field and all supplied equipment quoted above.

Add alternate 1 amount **\$262,723.00**

2. Add alternate to install four (4) 8' x 10' pressbox behind bleachers. Add to base proposal.
Add alternate 2 amount **\$228,290.00**

3. Add unit price alternate to provide and install **Thermoblend™** infill in lieu of **REALFILL™**.
Add to base proposal.
Add unit price alternate 3 **\$2.20/SF**

4. Add alternate to install two (2) set of 50-seat bleachers and three (3) shade cover structures per field in lieu of one (1) set of 100-seat bleachers and one (1) shade cover structure.
Add alternate 4 amount **\$364,182.00**

5. Add an alternate to design/build a 2-story building like the one shown in the attached layouts. **This is a budgetary number. We recommend hiring an architectural firm to work on a design based on your needs so we can provide an accurate price to build it. (Design fees are approximately \$60,000.00).**
Add alternate 5 range **\$2,100,000.00 - \$2,500,000.00**

6. Add alternate to provide and install a Hellas sports lighting system for a soccer field between the baseball and softball fields. This price assume installation at the same time of the electrical work described in the base proposal.
 - Installation of adequate amount of Hellas to obtain 30 footcandles on the soccer field.



- Installation of (4) 60ft sports lighting poles with concrete base, materials, and crane service.
 - Installation of control boxes and wiring harnesses for (4) sports lighting poles.
 - Installation of (1) wireless Air Mesh controller.
 - Laser aiming and commissioning of new sports lighting system.
 - Installation of (4) raceways with wiring from each light pole to within 20 feet of the interior of the existing building located to the north-east of the soccer field.
 - Pricing is based on the existing building to the north-east of the soccer field having an existing 120/208, 3-phase panel with adequate amount of space to accommodate new lighting circuits.
 - Pricing is based on a 30-foot candle Hellas Z600 lighting design with (9) fixtures per pole.
- Add alternate 6 amount \$231,370.00
-

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any water tap connection to the main pipe. All water work will be from the meter installed by the city.
3. Any fees associated with any utility work.
4. Any concrete work outside of the scope of this proposal.
5. Any asphalt paving outside of the scope of this proposal.
6. Any electrical work outside of the scope of this proposal.
7. Any fence work outside of the scope of this proposal.
8. Fence work around softball fields.
9. Electrical work for softball fields.
10. Scoreboard for softball fields.
11. Buildings for softball fields.
12. Bleachers and covers for softball fields.
13. Dugouts and backstop work for softball fields.
14. Construction materials inspection and testing.
15. Site security.
16. Any Allowances or Contingencies.
17. Taxes.
18. Prevailing or union wages.
19. The owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. The contractor is NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
20. The owner to supply a secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any



warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award for this project and is eager to work with you.

A handwritten signature in black ink, appearing to read "Carlos Silva", with a large, stylized flourish extending from the end.

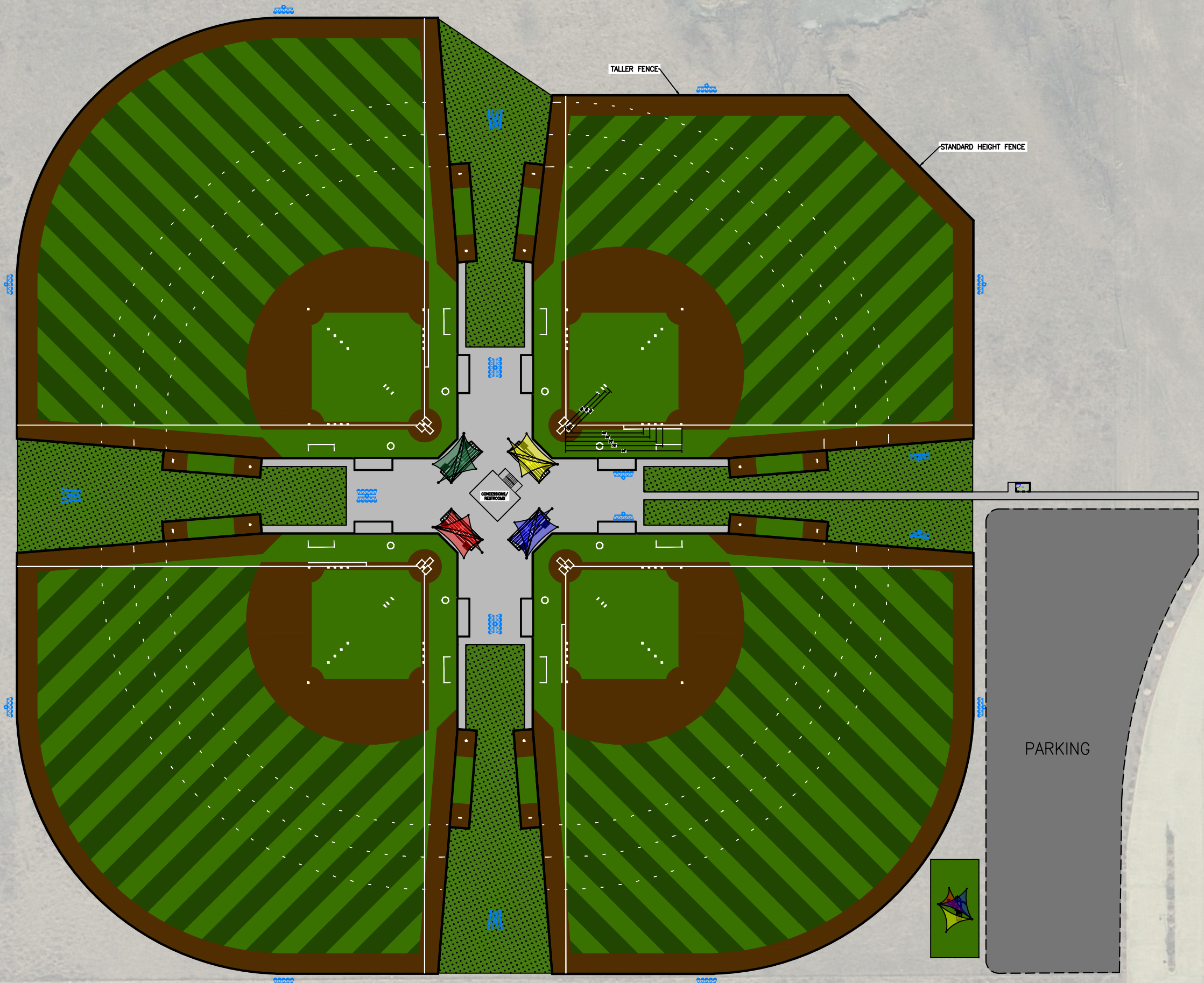
Carlos Silva

Estimator

Hellas

csilva@hellasconstruction.com

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY




Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 City Of Tahlequah
 Anthis Brennan Sports Complex
 1046 W Allen Rd, Tahlequah, OK 74464

PROJECT:
 SYNTHETIC TURF BASEBALL
 COMPLEX
 PROJECT LOCATION:
 TAHLEQUAH, OKLAHOMA



COMMENTS:
 Drawing scale accurate ONLY when printed on 11x17
 paper. For visual purposes only, actual colors may vary.

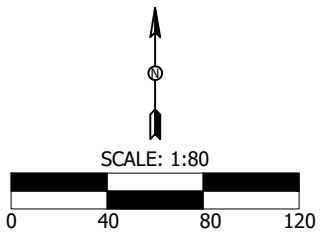
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All drawings and written material appearing herein
 constitute original unpublished work, and may not be
 duplicated, used or disclosed without the written
 consent of Hellas Construction, Inc.

DATE:
 JULY 16, 2024

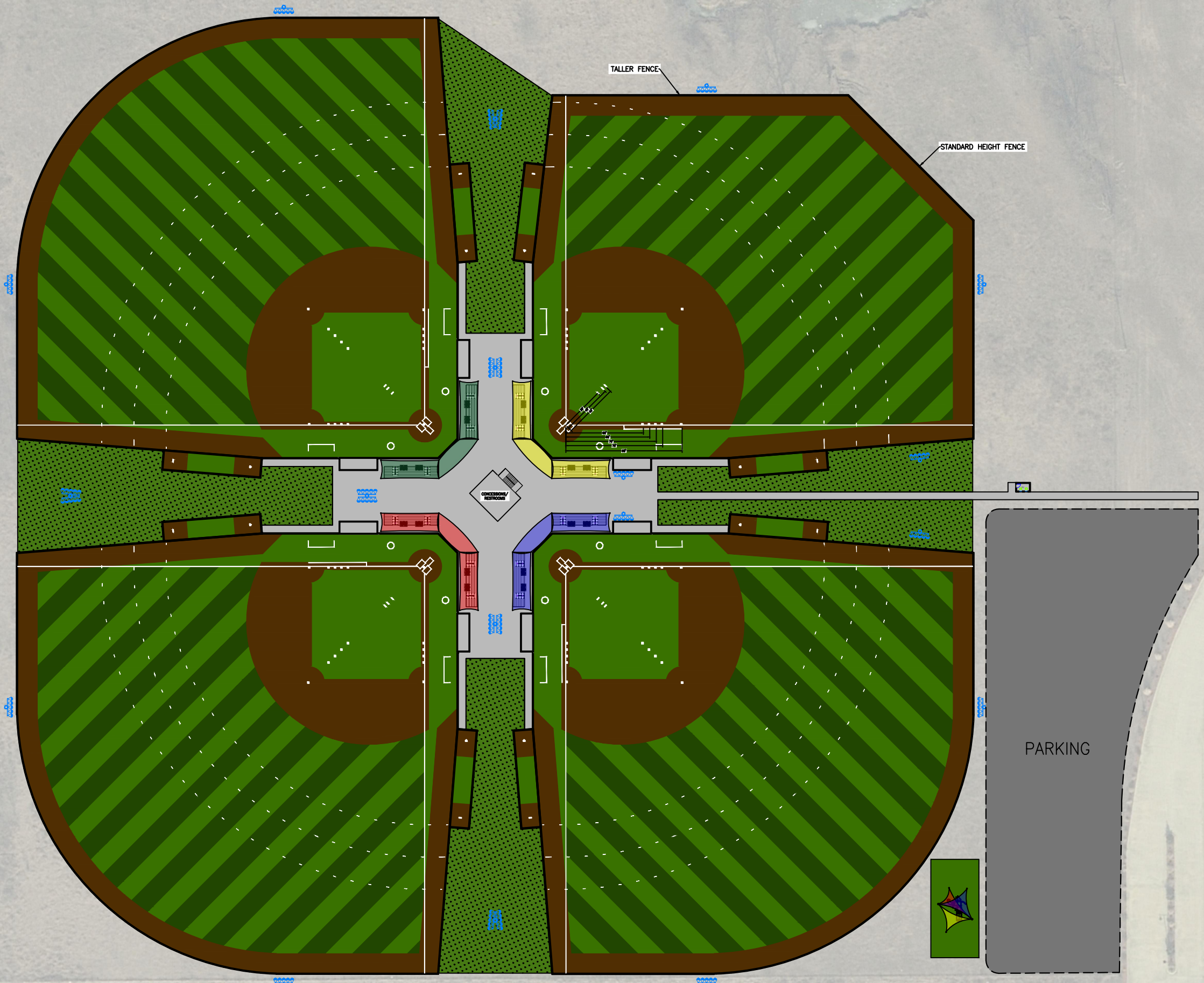
REVISION:
 REV 8 OPT B

SHEET TITLE:
 COLOR RENDERING
 SHEET NUMBER:
 1



SCALE: 1:80

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY




Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 City Of Tahlequah
 Anthis Brennan Sports Complex
 1046 W Allen Rd, Tahlequah, OK 74464

PROJECT:
 SYNTHETIC TURF BASEBALL
 COMPLEX
 PROJECT LOCATION:
 TAHLEQUAH, OKLAHOMA



COMMENTS:
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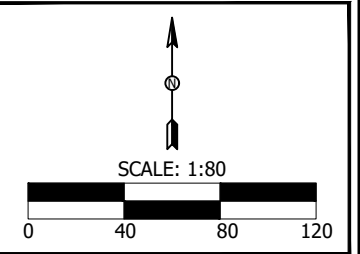
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DATE:
 JULY 16, 2024

REVISION:
 REV 8 OPT A

SHEET TITLE:
 COLOR RENDERING
 SHEET NUMBER:
 1





COMMENTS:
 Drawing scale accurate ONLY when printed on 30x42 paper.

DRAWN BY: REV BY:

All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
 10/09/2023

REVISION LIST	
NO.	DESCRIPTION

NO. DATE DESCRIPTION

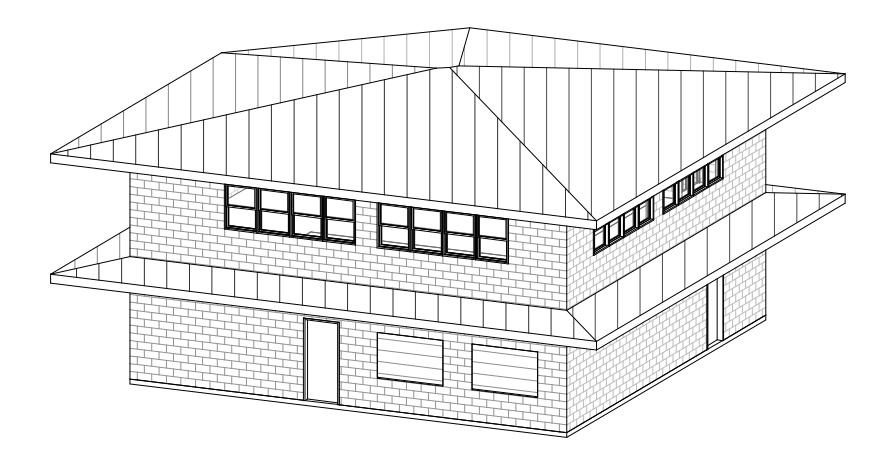
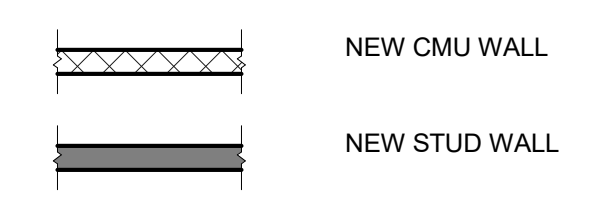
SHEET TITLE:
 CONCESSION STAND & RESTROOMS

SHEET NUMBER:
 A1.13

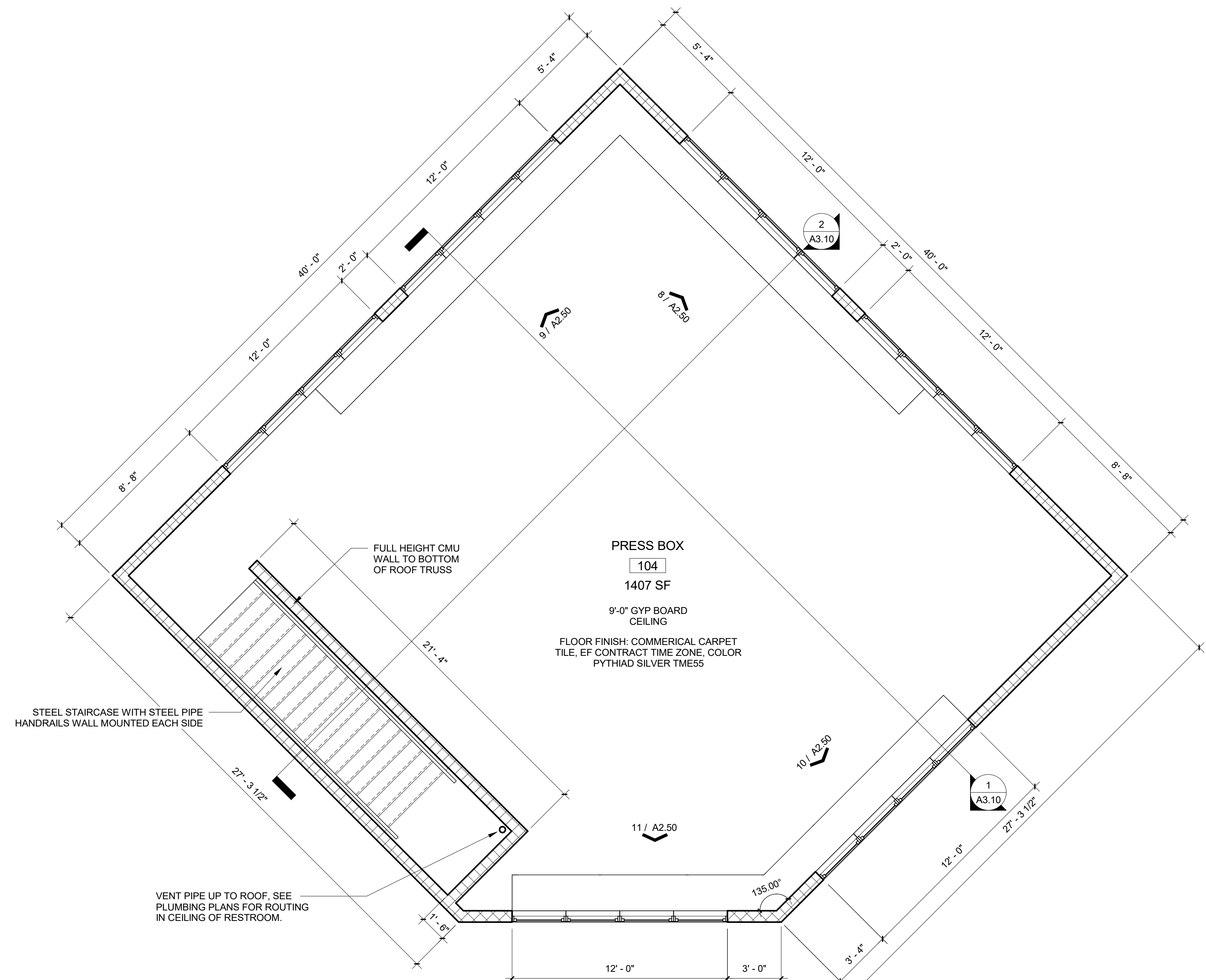
GENERAL NOTES

- A. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING LOCATIONS FOR TOILET ROOM ACCESSORIES.
- B. DIMENSIONS ARE TO FACE OF CMU.
- C. VERIFY DIMENSIONAL DISCREPANCIES W/ ARCHITECT PRIOR TO CONSTRUCTION.
- D. REFER TO ENLARGED PLAN AND DETAILS FOR ADDITIONAL DIMENSIONS. COMPARE AND COORDINATE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR LOCATION OF MASONRY CONTROL JOINTS AND EXTERIOR EXPANSION JOINTS. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE STARTING ANY WORK. REFER TO S/W FOR DETAILS.
- E.

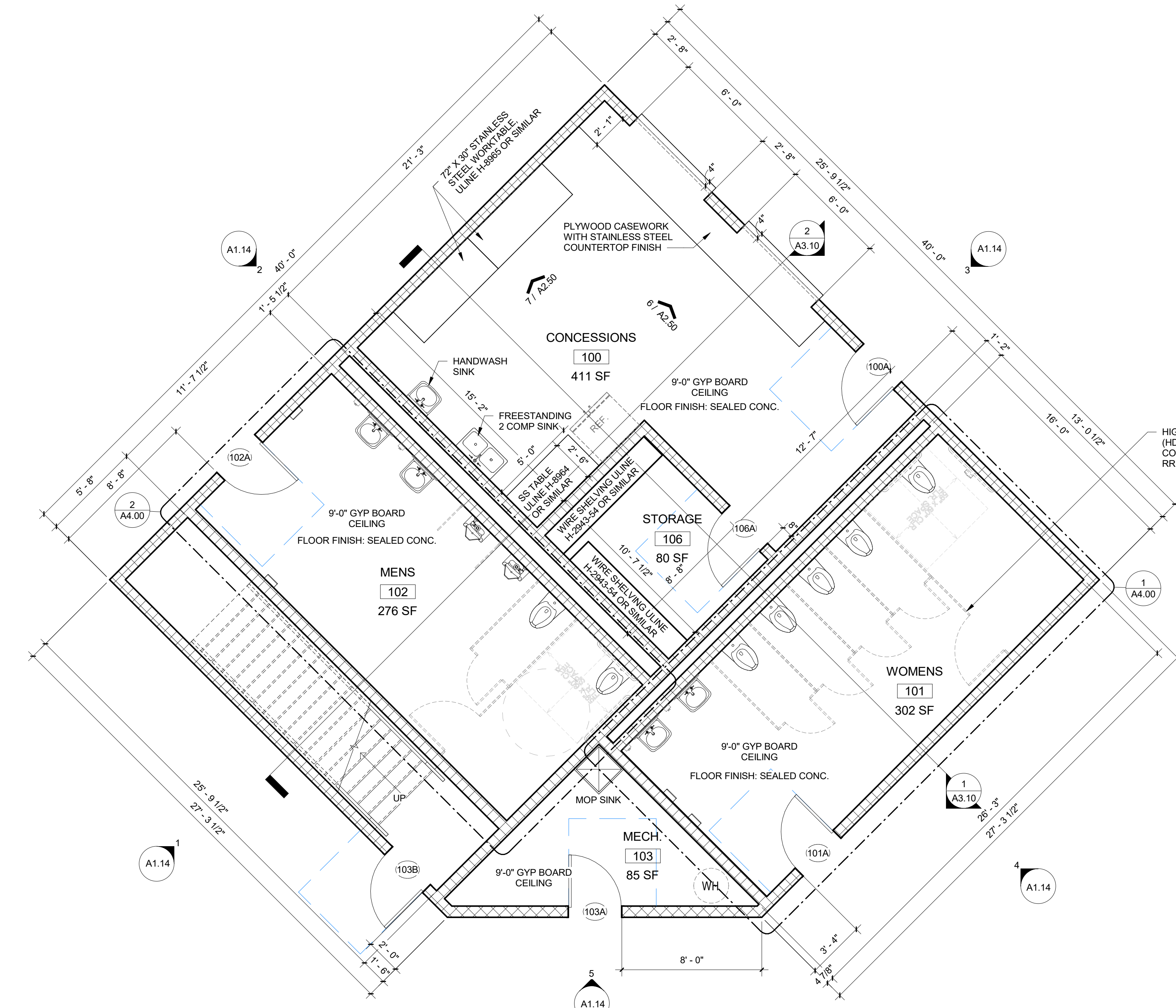
WALL KEY



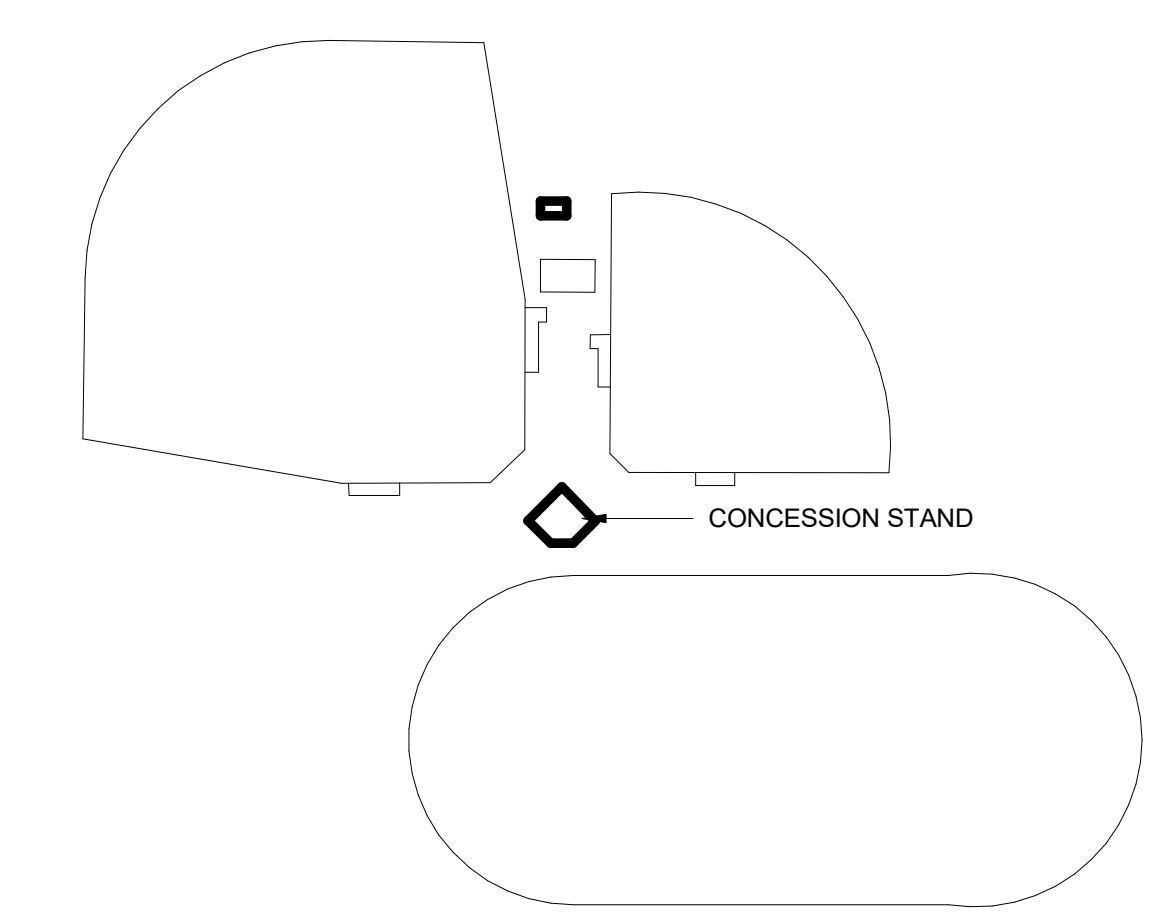
3 Concession Stand



2 CONCESSION / RESTROOM - SECOND FLOOR
 1/4" = 1'-0"



1 CONCESSION / RESTROOM
 1/4" = 1'-0"



KEY PLAN



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 2c
Meeting Date 7/19/2024
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to approve or deny the Mayor authorization to enter the City into a real estate agreement with Redhawk Inn, LLC for the selling of property located at 124 Shawnee Street.

Background

Exhibits

1. VARIA PSA Orec Contract DRAFT
2. EXHIBIT A

Funding Source

Request

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL IMPROVED

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

Financing Supplement Supplement
 Exhibit _____ _____

Parties. THE CONTRACT is entered into between:

The City of Tahlequah, Oklahoma "Seller"; and
Redhawk Inn, LLC, an Oklahoma limited liability company "Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Cherokee County, Oklahoma.

1. LEGAL DESCRIPTION. Lots 14,15,16 & 17, Block 56, Original Township of Tahlequah, Cherokee County, State of Oklahoma

111 South Cherokee Tahlequah, OK 74464
Property Address **City** **Zip**

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ 365,000 payable by Buyer as follows: Buyer has paid \$ -0- as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. ~~Upon execution of the Contract, the earnest money shall be deposited in the trust account of _____ or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.~~

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before October 3rd, 2024, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

The completion of the Closing process date stated above shall be extended upon election of the Buyer stated in Exhibit A at Section I."Supplements to Paragraph 5. Investigations, Inspections, Reviews and Financing."

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on Execution Date (See Paragraph 20) (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the **Time Reference Date** shall be counted as day one (1). If left blank, the **Time Reference Date** shall be the third day after the last date of signatures of the Parties.

5. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

- A.** The Buyer agrees and acknowledges that Seller, Seller's Broker and their licensed associates, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions in Paragraph 11.
- B.** Buyer shall have 240 days (ten [10] days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for the Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.
- C.** Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative(s), independent contractor(s) and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:
- 1) Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
 - 2) Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
 - 3) Roof.** Structural members, roof decking, coverings and related components
 - 4) Structural Inspection**
 - 5) Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
 - 6) Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.
- D. ~~EQUIPMENT.~~** ~~Buyer and Seller shall have _____ days (7 days if blank) after the Seller's receipt of the completed TRP form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, seller shall complete all agreed Treatments, Repairs, or Replacements prior to the closing date. If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.~~
- E. WOOD DESTROYING INSECTS INSPECTION.** Within 180 days (ten(10) if left blank) from the **Time Reference Date** of this Contract, Buyer shall have the right to have the Property inspected by Buyer's choice of a licensed exterminating company and deliver to Seller, in care of Seller's Broker, if applicable, an infestation report. The expense of such report shall be the Buyer's expense. In the event the report shows visible infestation or visible damage, Seller agrees, at Seller's expense, to treat and/or repair same, provided the estimated cost to cure such infestation or damage does not exceed \$ 15,000.00. If the estimated cost exceeds such amount, Seller shall have the option to cancel and terminate this Contract within forty-eight (48) hours of being advised of such estimate unless Buyer agrees, in writing, to pay any costs in excess of such amount.
- F. BUYER'S RIGHT TO CANCEL.** If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 17 within twenty-four (24) hours of the expiration of the time period specified in this provision.
- 6. RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)
- 7. NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."
- 8. ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. TITLE EVIDENCE. Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of:
(check one or both)

- SURFACE RIGHTS ABSTRACT (A below)
 TITLE INSURANCE COMMITMENT AND SURVEY (B below)

A. SURFACE RIGHTS ABSTRACT

- 1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):
 - a) A complete surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company; and
 - b) A current Uniform Commercial Code Search Certificate.
- 2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at (check one) Buyer's Seller's expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.
- 3) BUYER TO EXAMINE TITLE EVIDENCE.
 - a) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
 - b) Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.
- 4) SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
 - a) Seller, at Seller's expense, shall make reasonable efforts to obtain and/or execute all documents necessary to cure Title requirements identified by Buyer; and
 - b) Delay Closing Date for _____ days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

- 1) Seller, at Buyer's Seller's expense (check one), (including the cost of pre-closing abstracting and Title examiner's report) within 30 days after Time Reference Date _____ shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.
- 2) Seller, at Buyer's Seller's expense (check one), within 30 days after Time Reference Date _____, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:
 - a) The boundary lines, dimensions and area of the land indicated thereon,
 - b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
 - c) The location of all setback lines
 - d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
 - e) If the Property is un-platted, a metes and bounds description of the Property,

- f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and
- g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area," as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.
- 3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.
- 4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.
- 5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) Buyer Seller

- 6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.
- 7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:
 - a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or
 - b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.
- 8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey.** Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. TAXES, ASSESSMENTS AND PRORATIONS.

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

See Exhibit A

12. TAX DEFERRED EXCHANGE 1031. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

13. MEDIATION. Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

14. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract.
TIME IS OF THE ESSENCE IN THIS CONTRACT.

- A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.
- B. **UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Provision 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

15. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

- A. **INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.
- B. **RELEASE OF EARNEST MONEY.** In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:
 - 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
 - 2) Agreement of disbursement is reached through Mediation;
 - 3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
 - 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

16. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer.

17. **NOTICE.** Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:

c/o _____

Phone: _____

FAX: _____

Buyers: _____

Sellers: _____

Redhawk Inn, LLC

City of Tahlequah

c/o Daniel Dolins / Kimberly Honea

c/o Suzanne Myers

Phone: _____

Phone: _____

FAX: _____

FAX: _____

Email: kimberly.honea@variahospitality.com

Email: _____

or such other address as shall hereafter be designated in writing.

18. ~~**BROKER RELATIONSHIP DISCLOSURE/COMMISSION.** Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.~~

~~(Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Parties in print, or at www.orec.ok.gov.~~

~~Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.~~

~~It is further acknowledged and agreed by the Parties that the Buyer Seller (check one) will pay the Listing Broker a commission equal to _____ of the purchase price at Closing for services rendered in this real estate transaction.~~

19. **TERMINATION OF OFFER.** The above Offer shall automatically terminate on _____ unless withdrawn prior to acceptance or termination.

20. EXECUTION BY Parties.

AGREED TO BY BUYER:

AGREED TO BY SELLER:

On this Date: _____

On this Date: _____ (The Time Referenced Date)

Redhawk Inn, LLC an Oklahoma limited liability company

City of Tahlequah

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature

Seller's Signature

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature

Seller's Signature

EARNEST MONEY RECEIPT, INSTRUCTIONS, AND ASSOCIATE INFORMATION

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, \$ n/a Check Cash as Earnest Money Deposit, has been delivered to:

Listing Broker: Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

Selling Broker: Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

Title Company (Name/Address of Title Company): Green Country Abstract and Title Co. LLC, Tahlequah, OK

Other: 215 West Shawnee Street, Tahlequah, OK 74464

Date Selling Broker/Associate Signature

Date Listing Broker/Associate Signature

(Print Name) Selling Broker/Associate

(Print Name) Listing Broker/Associate

SELLING BROKER/ASSOCIATE:

LISTING BROKER/ASSOCIATE:

n/a

n/a

Name and **OREC** Associate License Number

Name and **OREC** Associate License Number

OREC Company Name

OREC Company Name

OREC Company License Number

OREC Company License Number

Company Address

Company Address

Company Phone Number

Company Phone Number

Associate Email

Date

Associate Email

Date

EXHIBIT A

I. Supplements to ¶ 5. Investigations, Inspections, Reviews and Financing.

A. The period described in paragraph 5 B of the Contract, as 240 days from the “Time Reference Date” is changed to” the Due Diligence Period”. It shall reflect the start date of February 7, 2024, being the agreed date under the LOI between the parties. Buyer may extend the 240 days, and the termination date at paragraph 5 F, in Buyer’s sole discretion, for two (2) additional periods of sixty (60) days by delivering written notice to Seller prior to the expiration of the then-existing Due Diligence Period. Should Buyer elect to extend the Due Diligence period as provided above, the Closing Date set forth at paragraph 3 of the Contract shall be extended beyond the final Due Diligence date, for the same amount of time.

B. The parties acknowledge and agree that the closing of this transaction is contingent upon the fulfillment of the following conditions by the Closing Date, stated at paragraph 3 of the Contract.

(a) Permitting Contingency. Closing is contingent upon the successful acquisition of all necessary permits and approvals for the proposed development, including, but not limited to zoning permits, construction permits, and any permits required for the permitted use of the alley situated on the east side of the property for parking, loading, and trash services. Closing of the transaction shall not occur until all requisite permits and approvals for construction have been secured and verified by both parties involved. The Seller shall exercise it best efforts to facilitate the approval of all permitting applications made by Buyer.

(b) Zoning Contingency. Closing is contingent upon securing the necessary zoning approvals for the development of a hotel with food and beverage facilities and a multipurpose center on the Property. The Buyer will actively pursue and undertake all reasonable efforts to obtain the required zoning. It is understood and agreed by both parties that the closing of this transaction shall not take place until all necessary zoning approvals for the intended development have been obtained and verified by both parties involved.

(c) Assistance with Water Line along College Avenue. The Seller agrees to provide assistance concerning the engineering, design, and construction of a water line along College Avenue. Additionally, Seller shall apply for and pay for any and all construction permits required for the construction of the waterline along College Avenue.

(d) Electric and Utility Lines. Seller shall coordinate with any and all utility agencies and manage the removal of overhead electric and utility lines between Downing Street and Shawnee Street to provide underground access to utilities. The Seller agrees to have such electric and utility work completed within 2 weeks of the completion of the Due Diligence Period.

e) Financing Supplement Agreement: A condition precedent to the obligation of Buyer to close the sale of the Property is that a commitment from a third party for the funding of the Purchase Price and intended use of the Property approved by and at the sole discretion of Buyer has been received prior to the Closing Date stated at paragraph 3 of the Contract.

1. Buyer's Obligation: Buyer agrees to promptly apply for such financing and to use commercially reasonable efforts to obtain a financing commitment. Buyer shall provide Seller with written evidence of the financing commitment upon receipt.
2. Termination Due to Financing Failure: If Buyer fails to secure the required financing and provide written evidence of the financing commitment to, Buyer shall have the right to terminate this Agreement by providing written notice to Seller at any time before the Closing Date.

II. Make Safe and Cleanup of Church

- a) The Church shall denote the historic stone building located at 124 W Shawnee Street, Tahlequah, OK.
- b) A part of the Inspections contemplated under section II above includes the right of the Buyer to conduct reasonable demolition of certain concrete and brick appurtenances of the Church structure.
- c) Within 30 days of the Time Reference Date, Buyer shall, prepare and secure the perimeter of the Church structure; remove debris, dangerous materials, furniture, equipment, and broom clean the premises, to “make safe” the Church for such Inspections. Seller shall agree to reimburse Buyer for all expenses incurred in the cleanup effort within 30 days of receipt of invoice, Reflecting labor and materials it utilized in completing the work.

III. Seller’s Information Obligation

- (a) **Due Diligence Items**. Within five (5) Business Days after the Time Reference Date, to the extent such items are within the possession or control of Seller or are reasonably available to it, Seller shall furnish to Buyer (collectively, the “Due Diligence Items”) Copies of all environmental studies and reports, surveys, topographical surveys, soil and engineering reports, and zoning reports.

V. Miscellaneous

(a) **Notices.** Any notice pursuant to this Contract shall be given in writing by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) United States Mail, postage fully prepaid, registered or certified mail, return receipt requested, or (iv) confirmed legible facsimile transmission sent to the intended addressee at the address set forth below, or (v) electronic mail, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein or, in the case of facsimile transmission, as of the date of the facsimile transmission, or in the case of electronic mail, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Contract shall be as follows:

If to Seller: City of Tahlequah, OK
 Attn: Taylor Tannehill
 Email: ttannehill@tahlequah.gov

With a copy to: City of Tahlequah, OK
 Attn: Suzanne Myers
 Email:
 smyers@tahlequah.gov.

If to Buyer: Redhawk Inn, LLC
 Attn: Kimberly Honea
 Email: kimberly.honea@variahospitality.com

With copy to: Redhawk Inn, LLC
 Attn: Daniel Dolins
 Email: daniel.dolins@variahospitality.com

- (b) **Time of Essence.** Time is of the essence for this Contract.
- (c) **Attorney’s Fees.** In the event either Purchaser or Seller should bring suit against the other in respect to any matters provided for in this Contract, the prevailing party shall be entitled to recover from the other party reasonable attorney’s fees in connection with such suit.
- (d) Seller shall immediately notify Buyer of any fire, casualty or other damages taking

place to the Property between the Time Reference Date and the Closing Date.

SELLER
City of Tahlequah

By _____
Suzanne Myers, Mayor

Date: _____

BUYER
Redhawk Inn, LLC, an Oklahoma limited
liability company

By _____
Kimberly Honea, Co-Managing Member

Date: _____



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 2d
Meeting Date 7/19/2024
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to approve or deny the Mayor authorization to begin negotiating the purchase of a property located in the Business & Technology Park from the Tahlequah Regional Development Authority.

Background

Exhibits

None

Funding Source

Request