



City of Broken Arrow
Meeting Agenda
Broken Arrow Economic Development
Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, September 16, 2025

Council Chambers
220 S. 1st Street
Broken Arrow, OK

TIME: Follows City Council meeting which begins at 6:30 p.m. and the Broken Arrow Municipal Authority meeting which follows City Council.

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [25-67](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of September 2, 2025
- B. [25-1328](#) Approval of and authorization to execute Budget Amendment Number 7 for Fiscal Year 2026
- C. [25-1314](#) Approval of and authorization to execute Amendment 1 to the Agreement for Professional Consultant Services with BKL, Inc. for the Innovation District Infrastructure Improvements project (2352100)
- D. [25-1304](#) Acknowledgement of submittal of the August 2025 Broken Arrow Economic Development Corporation's Monthly Report

4. Consideration of Items Removed from Consent Agenda

5. Public Hearings, Appeals, Presentations, Recognitions, Awards-NONE

6. General Authority Business

- A. [25-1091](#) Consideration, discussion, and possible approval of an Economic Development Agreement between the Broken Arrow Economic Development Authority and Shops at Tiger Crossing, LLC

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session-NONE

10. Adjournment

NOTICE:

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:

- A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.
- B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.
- C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.
- D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, ____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 25-67, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 09-16-2025

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of September 2, 2025

Background:

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: September 2, 2025 Broken Arrow Economic Development Authority Minutes

Recommendation:

Approve the minutes of the September 2, 2025 Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

City Hall
220 S 1st Street
Broken Arrow, OK
74012

Broken Arrow Economic Development Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, September 2, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 7:11 p.m.

2. Roll Call

Present: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

3. Consideration of Consent Agenda

- A. 25-66 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of August 19, 2025
- B. 25-1254 Approval of and acceptance of an assigned lease agreement between Ladonna Ross and the City of Broken Arrow for office space lease for the Broken Arrow Tourism and Economic Development office located at 123 North Main Street
- C. 25-1247 Ratification of the Claims List Check Register Dated August 25, 2025

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Consideration of Items Removed from Consent Agenda - NONE

5. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon announced that at the first October meeting, he will ask the Council to formally create the Downtown Master Plan Update Committee. Working with Rocky Henkel's team, he will bring recommendations for the committee's format and membership, with about 20 individuals expected to be appointed, including community partners and Council-selected representatives. A consultant will be engaged through a request for qualifications to facilitate the process. City Manager Spurgeon described this update as a

“two-minute warning,” encouraging Council members to begin considering potential appointees ahead of the formal action.

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at 7:13 p.m.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel

Move to Adjourn

The motion carried by the following vote:

Aye: 5 -

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-1328, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 09-16-2025

Title:

Approval of and authorization to execute Budget Amendment Number 7 for Fiscal Year 2026

Background:

The Municipal Budget Act adopted by the City Council allows the City or Authorities to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action.

Budget Amendment Number 7 is to provide funding for purchase orders issued or contracts executed during the previous fiscal year that continue into Fiscal Year 2026. The City's practice is to liquidate encumbrances at the end of the previous fiscal year and re-encumber in the current fiscal year. Funds are available in BAEDA's Fund Balance because of the liquidated encumbrances.

Cost: \$4,517,486

Funding Source: Fiscal Year 2025 liquidated encumbrances

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #7 for Fiscal Year 2026

Recommendation:

Approval of and authorization to execute Budget Amendment Number 7 for Fiscal Year 2026.

Fund 887 - Broken Arrow Economic Development Authority**Budget Amendment #7****Fiscal Year 2026**

9/16/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
Fiscal Year 2025 Liquidated Encumbrances	To use the fund balance that resulted from the liquidation of encumbrances in Fiscal Year 2025	\$ 4,517,486	\$ (4,517,486)	\$ -
		\$ 4,517,486	\$ (4,517,486)	\$ -

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
8871700-570170	2417210	MISC CAPITAL OUTLAY	\$ 1,155	\$ 1,155	\$ 1,155
8871700-570150	2417210	PROPERTY/CONSTRUCTION	\$ 4,515,086	\$ 4,515,086	\$ 4,515,086
8871700-570160	2152260	PROPERTY/ENGINEERING	\$ 1,245	\$ 1,245	\$ 1,245
			\$ -	\$ 4,517,486	\$ 4,517,486

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment Number 5 is to provide funding for purchase orders issued or contracts entered into during the previous fiscal year that continue into Fiscal Year 2026. The City's practice is to liquidate encumbrances at the end of the previous fiscal year and re-encumber in the current fiscal year. Funds are available in Fund Balance because of the liquidated encumbrances.

Approved by the Broken Arrow
Economic Development Authority
Tuesday, September 16, 2025

Attest by Secretary

Chair, Debra Wimpee

Curtis Green



City of Broken Arrow

Request for Action

File #: 25-1314, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 09-16-2025

Title:

Approval of and authorization to execute Amendment 1 to the Agreement for Professional Consultant Services with BKL, Inc. for the Innovation District Infrastructure Improvements project (2352100)

Background:

In January of 2023, the Authority, along with City Council, approved a contract for design of the Innovation District Infrastructure Improvements project. The project was designed, bid and is currently under construction.

While under construction, it was determined several design modifications were necessary and for completion of the project. The design modifications include: design documents for construction of a roundabout at the intersection of Joshua Street and Gulfport Street, revisions to the storm sewer design due to the roundabout, site grading issues, addition of street lighting along the spine roadway, and additional construction assistance services. Staff negotiated with the consultant and arrived at the attached design Amendment 1. Staff recommends approval of Amendment 1.

Cost: \$139,000.00

Funding Source: 2018 GO Bond Proposition 1

Requested By: Charlie Bright, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Amendment 1

Recommendation:

Approve and authorize execution of Amendment 1 to the Agreement for Professional Consultant Services with BKL, Inc. for the Innovation District Infrastructure Improvements project (2352100)

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of September 2025, by and between the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a public trust hereinafter referred to as "OWNER", and BKL, INC., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated January 17, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes and provided associated engineering services for the INNOVATION DISTRICT INFRASTRUCTURE IMPROVEMENTS (PROJECT).

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include: roundabout design, storm sewer design revisions, re-grading of portions of the project, addition of street lighting along the spine roadway, construction assistance services, additional survey services, and archeological survey services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to provide complete revised construction plans necessary for completion of construction for the project. Additional project scope includes: roundabout design at the intersection of Gulfport Street and Joshua Avenue, storm sewer design associated with roundabout, miscellaneous re-grading of areas behind back of curbs as well as drainage ditches to ponds, addition of

street lighting along main spine roadway, additional construction assistance services during construction phase, additional survey, and a required archeological survey.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 17, 2023	\$ 757,750.00
<u>Amendment No. 1</u>	\$ 139,000.00

Revised Total Contract Amount	\$ 896,750.00
-------------------------------	---------------

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Economic Development Authority, a Public Trust

By: Michael L. Spurgeon, City Manager

Date:

CONSULTANT:

BKL, Inc.

By: Jennifer Hammock
Jennifer Hammock, President

Date: 9/7/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

BAEDA Secretary [Seal]

Date:

Approved as to form:

D. Graham Parker
Assistant City Attorney

Attest:

Jayde Dzierba

Jayde Dzierba, Secretary

Date: 9/8/2025



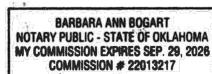
VERIFICATION

State of Oklahoma)
County of Tulsa)

Before me, a Notary Public, on this 8th day of September, 2025, personally appeared Jennifer Hammock, known to be to be the **(President)**, Vice-President, Corporate Officer, Member, or Other: _____ of BKL, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

9-29-26



Barbara Bogart
Notary Public

**AMENDMENT NO. 1
ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Provide complete revised construction documents for roundabout design at the intersection of Gulfport Street and Joshua Avenue.
- 1.2 Provide complete revised construction documents for storm sewer design associated with roundabout identified in Section 1.1 above.
- 1.3 Provide complete revised construction documents for re-grading of areas behind back of curbs for the length of the roadways.
- 1.4 Provide complete revised construction documents for grading and re-grading of drainage ditches to ponds.
- 1.5 Provide complete revised construction documents for addition of street lighting along main spine roadway.
- 1.6 Provide necessary additional construction assistance services for completion of the project.
- 1.7 Provide necessary archeological survey.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

**AMENDMENT NO. 1
ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 AMENDMENT SUBMITTAL DOCUMENTS

- 1.1 Provide complete revised construction documents for:
 - 1.1.1 Roundabout design at the intersection of Gulfport Street and Joshua Avenue.
 - 1.1.2 Revised storm sewer design associated with roundabout identified in Section 1.1.1 above.
 - 1.1.3 Re-grading design behind back of curbs for the length of the roadways.
 - 1.1.4 Grading and re-grading of drainage ditches to ponds.
 - 1.1.5 Addition of street lighting design along main spine roadway.
- 1.2 Construction assistance services documentation as necessary for completion of the project.
- 1.3 Provide completed archeological survey.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

**AMENDMENT NO. 1
ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with Exhibit 1 attached.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

EXHIBIT 1

FEE SCHEDULE
CITY OF BROKEN ARROW
INNOVATION DISTRICT (ARROW FORGE)

DATE: 9/5/2025
BKL PROJ. NO. 828

FEE SCHEDULE								
DESIGN ITEM	PRINC.	PMI SR. ENGR.	PROJECT ENGR.	DESIGN ENGR.	DESIGN TECH.	CADD TECH.	CLERICAL	TOTAL
Hourly Rate	\$200.00	\$175.00	\$145.00	\$135.00	\$120.00	\$110.00	\$100.00	
C.1 - PRELIMINARY DESIGN - ROUNDABOUT								
ADMINISTRATION	2	4						8 14
HORIZONTAL ALIGNMENT	1	1	10					12
VERTICAL ALIGNMENT	1	2	10					13
TYPICAL SECTIONS	1	1	2			4		8
GEOMETRIC DATA SHEETS	1	1	4			2		8
ROW SHEETS	1	1	2	2		2		8
STORM SEWER DESIGN AND LAYOUT	1	1	8			2		12
ROADWAY PLAN & PROFILE SHEETS	4	8	24	16		24		76
CROSS SECTIONS	1	2	10	8		12		33
SITE VISITS (1)	2		2					4
MEETING (1)	2		2					4
PLAN REVIEW	2	4	4					10
MISC. DETAILS								0
ENGINEER'S ESTIMATE		1		1				2
	Subtotal, C.1	20	25	79	26	0	46	8 204
FEES ESTIMATE	\$ 4,000.00	\$ 4,375.00	\$ 11,455.00	\$ 3,510.00	\$ -	\$ 5,060.00	\$ 800.00	\$ 29,200.00
STREET LIGHTING (TEC)								\$ 35,000.00
PRINTING & REPRODUCTION								\$ 300.00
	C.1 - FEE SUBTOTAL	\$4,000.00	\$4,375.00	\$11,455.00	\$3,510.00	\$0.00	\$5,060.00	\$800.00
								\$ 64,500.00
C.2 - FINAL DESIGN - ROUNDABOUT								
ADMINISTRATION	1	1					2	4
TYPICAL SECTIONS			2			4		6
SUMMARY OF ROADWAY PAY ITEMS AND NOTES	1		2			2		5
SUPPLEMENTARY SUMMARY SHEETS	1		2			4		7
GEOMETRIC DATA SHEETS	1	1	2			4		8
ROW SHEETS	1	1	2			4		8
DRAINAGE SUMMARIES	1		6			8		15
STORM SEWER DETAILS	2	2	8			8		20
ROADWAY PLAN & PROFILE SHEETS	2	4	16			20		42
ROUNABOUT DETAILS	1	2	10			10		23
SIGNING & STRIPING	1		2			10		13
CROSS SECTIONS	1	1	6			10		18
MEETING (1)	1		1					2
PLAN REVIEW	4	2	4					10
ENGINEER'S ESTIMATE	1	1	2					4
CONSTRUCTION DOC.	1	1	1					3
	Subtotal, C.2	20	16	66	0	0	84	2 188
FEES ESTIMATE	\$ 4,000.00	\$ 2,800.00	\$ 9,570.00	\$ -	\$ -	\$ 9,240.00	\$ 200.00	\$ 25,810.00
REPRODUCTION								\$ 190.00
	C.2 - FEE SUBTOTAL	\$4,000.00	\$2,800.00	\$9,570.00	\$0.00	\$0.00	\$9,240.00	\$200.00
								\$ 26,000.00
C.2 - FINAL DESIGN - Grading Change during bidding								
ADMINISTRATION	1	1					2	4
TYPICAL SECTIONS			2			4		6
SUMMARY OF ROADWAY PAY ITEMS AND NOTES	2		4			4		10
SUPPLEMENTARY SUMMARY SHEETS	1		4			6		11
DRAINAGE SUMMARIES	2		6			8		16
ROADWAY PLAN & PROFILE SHEETS	4	8	32			20		64
CROSS SECTIONS	2	4	16			12		34
ENGINEER'S ESTIMATE	1	1	1					3
CONSTRUCTION DOC.	1	1	1					3
	Subtotal, C.2	14	15	66	0	0	54	2 151
FEES ESTIMATE	\$ 2,800.00	\$ 2,625.00	\$ 9,570.00	\$ -	\$ -	\$ 5,940.00	\$ 200.00	\$ 21,135.00
REPRODUCTION								\$ 65.00
	C.2 - FEE SUBTOTAL	\$2,800.00	\$2,625.00	\$9,570.00	\$0.00	\$0.00	\$5,940.00	\$200.00
								\$ 21,200.00
C.4 - CONSTRUCTION ASSISTANCE PHASE (Renew for Roadway Construction)								
Construction Phase Services	12	24	24				20	0
	Subtotal, C.4	12	24	24	0	0	20	0 80
FEES ESTIMATE	\$ 2,400.00	\$ 4,200.00	\$ 3,480.00	\$ -	\$ -	\$ 2,200.00	\$ -	\$ 12,280.00
STREET LIGHTING (TEC)								\$ 5,000.00
LIFT STATION AND FORCE MAIN (HUB)								\$ 9,800.00
REPRODUCTION								\$ 220.00
	C.4 - FEE SUBTOTAL	\$ 2,400.00	\$ 4,200.00	\$ 3,480.00	\$ -	\$ -	\$ 2,200.00	\$ -
								\$ 27,300.00
TOTAL PROPOSED FEE								\$139,000.00

**AMENDMENT NO. 1
ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

PROJECT SCHEDULE

1.0 SCHEDULE

Completion of the work by the CONSULTANT for this Amendment 1 shall be 30 days from notice to proceed.

(REMAINDER OF PAGE INTENTIONALLY BLANK)



City of Broken Arrow

Request for Action

File #: 25-1304, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 09-16-2025

Title:

Acknowledgement of submittal of the August 2025 Broken Arrow Economic Development Corporation's Monthly Report

Background:

The Broken Arrow Economic Development Authority contracts with the Broken Arrow Economic Development Corporation in the amount of \$425,000.00 annually with the goal to encourage and facilitate economic development within and near the City of Broken Arrow by attracting new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City. Per the Economic Development Agreement, each month BAEDC shall submit a Monthly Activity Report detailing services and activities that accurately state the progress made in implementing the terms, conditions and scope of work required by the Contract. Attached is the Monthly Activity Report for August 2025.

Cost: \$35,416.66 per month

Funding Source: Fund 887

Requested By: Norm Stephens, Assistant City Manager

Approved By: City Manager's Office

Attachments: BAEDC Monthly Activity Report

Recommendation:

Acknowledge the August 2025 Broken Arrow Economic Development Corporation's Monthly Report.



ECONOMIC DEVELOPMENT CORPORATION

210 N Main St Ste C | Broken Arrow, OK

74012

TRANSMITTAL

TO: City Council & BAEDA Members

COPY: City Manager

BAEDC Board

Chamber Board

SUBJECT: Economic Development Services

FROM: EDC Team

DATE: **September 5, 2025**

Attached you will find the monthly invoice for August 2025



ECONOMIC DEVELOPMENT CORPORATION

210 N Main St Ste C | Broken Arrow, OK

74012

INVOICE

City of Broken Arrow

Attn: Michael Spurgeon, City Manager

P. O. Box 610

Broken Arrow, OK 74013

Broken Arrow Economic Development Corporation

August 2025 Economic Development Services	\$35,416.66
---	-------------

TOTAL	\$35,416.66
--------------	--------------------

Please make check payable to BAEDC.



August 2025



BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

August 2025 Report

Business Retention and Expansion	3
Summary	3
New Business Attraction	3
Summary	3
Incoming August Projects	3
Innovation, Entrepreneurship, and Small Business Development.....	4
Summary	4
Workforce Development.....	4
Summary	4
Arrow Forge	5
Summary	5
Research Analysis, Strategic Planning, & Advocacy	5
Summary	5

Business Retention and Expansion

Summary

- Met with representatives from **Project Sandberg** to learn more about their project and discuss potential support from the City and EDC. The conversation focused on understanding project needs, timelines, and identifying available resources to assist with retention efforts in Broken Arrow.
- Convened the Incentive Review Committee for **Project Sapling** to evaluate an incentive application for proposed capital investment and job creation, initiating formal review and discussion of potential local incentives.
- Progress continuing with **Project Fight**, with final selection of a general contractor and design firm underway to initiate site planning and move the project into development.

BRE Meetings = 5

New Business Attraction

Summary

- Discussions continued with consultants for **Project Gamma**, a cloud region development, including discussions around identified sites in Broken Arrow and potential infrastructure alignment to support project requirements.
- Continued engagement with the **Project Sam** team, including participation in a pre-development meeting to review project details and align on project for permitting.
- Staff attended the **Hackberry Market groundbreaking** to show support for the City of Broken Arrow and celebrate continued growth and investment in the community.

Incoming August Projects

- **Project Build – Could not submit. No available office space meeting size requirements.**
 - This fintech company is looking for a central location for their shared services and tech office. Seeking 30,000 SF of existing office space
 - Project Scope
 - \$3 million capital investment
 - 50 jobs
- **Project Mars 2025 – Could not submit. No available sites meeting project requirements.**
 - A new energetics testing, manufacturing, and integration facility seeking 1000-acre, pad-ready site. This project presents a unique opportunity for a community to partner with a company building the systems America and its allies need to strengthen warfighting capabilities and enhance deterrence.
 - Project Scope
 - \$160 million capital investment
 - 310 jobs
- **Project Williams – Could not submit. No available sites with rail on-site.**
 - A family owned and run company that manufactures plastic flexible packaging who is interested in expanding operations in Oklahoma. The company is seeking

30 acres in an industrial park, situated near major interstates, have rail on-site, and to be in a pro-industry environment.

- Project Scope
 - \$60-\$70 million in capital investment
 - 100 jobs

Innovation, Entrepreneurship, and Small Business Development

Summary

- Staff engaged local entrepreneurs and community leaders to build awareness and participation for the upcoming launch of **1 Million Cups Broken Arrow**, fostering early momentum and community buy-in.
- Staff coordinated outreach and relationship-building with key stakeholders to **strengthen the entrepreneurial support network** and align resources for future programming.
- Laid groundwork for **entrepreneurial ecosystem development**, including planning next-phase initiatives and exploring best practices to ensure a sustainable, high-impact approach.

Workforce Development

Summary

- Staff attended **Be Pro Be Proud Workshop, hosted by The State Chamber**, focused on an initiative that introduces students, parents, and educators to careers in construction, manufacturing, technology, transportation, and utilities through an immersive mobile workshop featuring augmented and virtual reality simulators. The State Chamber is building a coalition that the BAEDC will support to work towards bringing this program to Oklahoma for career awareness efforts.
- Staff participated in a **talent webinar hosted by Lightcast**. Focus was on **talent attraction efforts and initiatives** taking place in Fargo, North Dakota and challenges experienced with highlighting their community to non-residents.
- Collaborating with Golden Shovel Agency to produce **3 additional success stories** to talent attraction website. Of the 3, one of them will showcase the personal story of a staff member and their own journey and experience coming to Oklahoma.
- Launched **Project Sapling**'s targeted social media ad campaign to support talent recruitment efforts, focusing on attracting high-quality, hard-to-find machinist talent.

Employer Partner Meetings = 8

Broken Arrow Job Board Monthly Metrics:

- **2426** page visits; 393 clicks on jobs; 3 job alert subscribers
- **24** application engagements

Job Seeker Monthly Metrics:

- Job seeker engagements = 11
- Job seeker placements = 0

Job Seeker Year to Date Metrics:

- Job seeker engagements = **193**
- **266** application engagements (job board)
- Job seeker placements = **3**

Arrow Forge

Summary

- Convened the **Arrow Forge Committee** to advance strategic planning for the district. Discussions emphasized aligning zoning with long-term development goals. Committee recommended moving forward rezoning entire district to light industrial zoning. Marketing strategy was also explored, including leveraging existing assets like the Arrow Forge website and brand, targeting aerospace suppliers, organizing FAM tours, and launching national campaigns to attract investment.
- Revised **Arrow Forge plat** that includes roundabout was approved by Planning Commission and will go before City Council for approval in September.

Research Analysis, Strategic Planning, & Advocacy

Summary

- **BAEDC staff attended the 2025 SEDC Annual Conference in Oklahoma City**, engaging with economic development professionals from across the Southeast region to gain insight into best practices, workforce strategies, and innovative approaches to business recruitment and retention. Participation in this conference helps inform Broken Arrow's economic development efforts and strengthens our regional network.
- Staff participated in **All In For Oklahoma call** where we received updates on current economic development initiatives and upcoming statewide strategies aimed at supporting communities like Broken Arrow. This engagement helps us stay aligned with broader efforts and ensures we're leveraging all available resources for local impact.
- Coordinated and facilitated manufacturer tours for 25 members of the Oklahoma House of Representatives as part of the **Capitol to Community** event. The visits, including stops at key employers like **Arrowhead Winch, Rise Armament, and Zeeco's Global Technology Center** highlighted Broken Arrow's economic strengths, innovation, and workforce. Legislators were given the opportunity to engage directly with industry leaders, understand local challenges, and witness the impact these manufacturers have on the state's economy.
- Facilitated a **Housing Roundtable** to gather feedback from developers and housing representatives to gather feedback on housing market and opportunities in Broken Arrow.
- BAEDC received the **Excellence in Economic Development Gold Award** from IEDC for its **Grounds for Development** publication. Staff will accept the award at the Annual Conference in September.
- All staff members participated in the **OneVoice Task Forces**, ensuring Broken Arrow's priorities are represented in regional advocacy efforts.

- **Research Requests:**
 - **Business Resources – 2**
 - Researched and compiled general building specifications to support Zeeco's masterplan development.
 - Met with VentureFilms to learn more about their new creative services niche focused on supporting economic development organizations.
 - **City of Broken Arrow – 0**
 - **Workforce - 0**



City of Broken Arrow

Request for Action

File #: 25-1091, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 08-04-2025

Title:

Consideration, discussion, and possible approval of an Economic Development Agreement between the Broken Arrow Economic Development Authority and Shops at Tiger Crossing, LLC

Background:

The Shops at Tiger Crossing is a proposed 17.6 acre retail development that will be located on the northeast corner of County Line Road and Albany. The agreement aims to enhance the city's economic growth in an area north of Broken Arrow High School.

The project is expected to create approximately 200 construction jobs and 125 full-time jobs upon completion. It is estimated to generate an approximate \$525,000 in annual ad valorem taxes and \$2,500,000 in annual sales tax revenue.

In consideration of the Developer's agreement to construct the project, the City and Authority agree to provide the Developer an amount not exceeding \$2,000,000.00 over 20 years by way of a sales tax rebate. The rebate will be split, with \$0.32 per dollar going to the Developer and \$0.68 per dollar going back to the City. Additionally, the Authority will reimburse the Developer for 600 linear feet of sidewalk construction along County Line Road, not exceeding \$20,000, and waive site development permit fees and fee-in-lieu of onsite stormwater detention, not exceeding \$210,000.00.

The Developer is required to construct seven pad sites for commercial retail, restaurant, or service-oriented businesses and one pad site for their operations. The developer agrees to construct a minimum of 25,000 sq. ft. of commercial retail or service businesses by May 2030. Although the remaining sites have not been sold, it is anticipated by both the Developer and City staff, the remaining property associated with Shops at Tiger Crossing will yield additional square footage of retail space.

It is projected over the course of the sales tax rebate, the Authority will rebate back to the Developer an amount not to exceed \$2,000,000.00 (22.96%) and the City of BA will retain \$6,711,656.45 (77.04%).

Cost: Total not to exceed \$2,230,000.00

Funding Source: BAEDA

Requested By: Norm Stephens, Assistant City Manager- Administration

Approved By: City Manager's Office

Attachments: Economic Development Agreement

City Manager letter
Conditional Final Plat
Sales Tax Distribution with Rebate Form

Recommendation:

Approve and authorize execution of an Economic Development Agreement between the Broken Arrow Economic Development Authority and Shops at Tiger Crossing, LLC.

TIGER CROSSING

BROKEN ARROW, OKLAHOMA

December 5th, 2024

Michael Spurgeon, City Manager
c/o Jennifer Rush, Economic Development Director

Mr. Michael Spurgeon,

I am excited to present to you our most recent development project in Broken Arrow. Tiger Crossing is an 18-acre development site located on the northwest corner of County Line and Albany, directly north of Broken Arrow High-school. This location gives us a great opportunity to deliver family-oriented services and a wide variety of food options to satisfy the surrounding community and student body. The site will consist of two main development zones, a 10-acre tract bordering the arterial streets will be utilized for commercial development and the remaining 8 acres will be reserved for residential and/or light office use. When fully developed, this site will have a commercial value of approximately \$53 million.

Significant infrastructure investment in the area reflects the City's commitment to growth. The recently completed Albany Street expansion, the 37th (209th) street widening, and plans for greater connectivity along County Line Road will benefit the school, the surrounding community, and this development. We too, remain committed and excited about developing in Broken Arrow and we take pride in the relationships we've cultivated within local government, the planning department, and with community leaders. I was honored by the Transformation Award received at Amplify Broken Arrow 2022 for our Tiger Hill development. We look to continue that momentum and success at Tiger Crossing. We have assembled a great development team to assist us with this project consisting of the following:

- Civil Engineer: Sisemore & Associates
- Architecture Studios: W Design, Parker & Associates
- Legal Counsel: Eller & Dietrich
- Real Estate Broker: Walman Commercial
- Lender: First National Bank of Broken Arrow & Others

The following pages outline our vision and time frame in detail. We have also identified areas where the City of Broken Arrow and the Economic Development Corporation could assist us in realizing this vision. I thank you in advance for your consideration and look forward to discussing this further.

Sincerely,

Neal Bhow
Bhow Capital

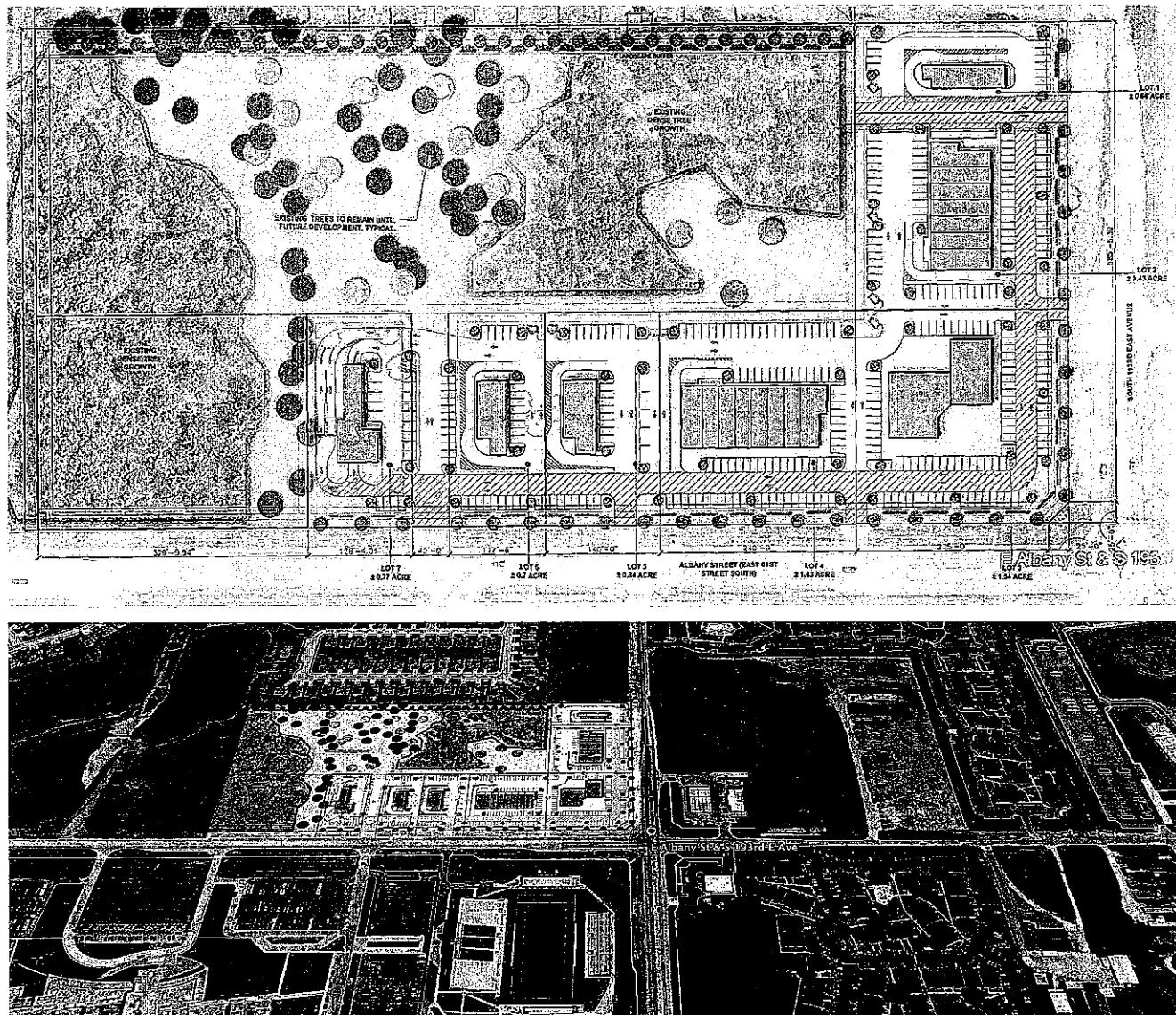


Community + Place
Tulsa
OK
making
Co.

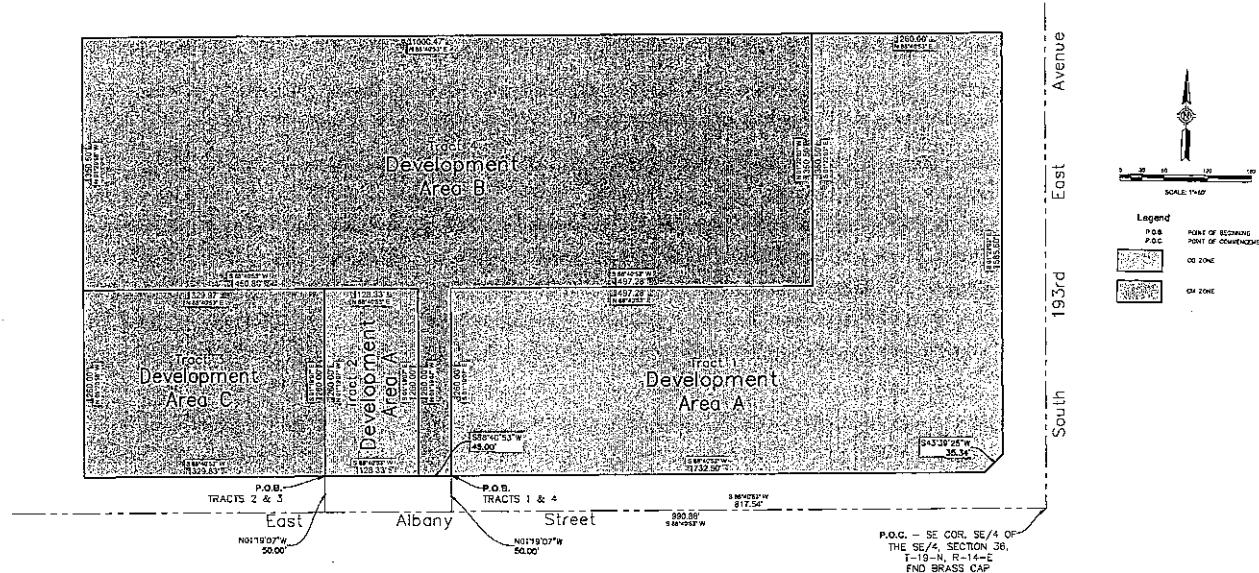
Bhow Capital

Over the last 2 years, we have acquired the unplatted, agriculturally zoned parcels that make up the site and gone through numerous design iterations that led us to the conceptual site plan below.

The Project consists of three development areas. Development Area A (shown as tracts 1 and 2 on the Development Area Map) encompasses 7.37 acres of land and will be for commercial use with several one-story buildings fronting County Line Road and Albany Street, including parking and drives necessary for the development. Development Area B (shown as tract 4 on the map) will be for residential and light office use and encompasses 8.32 acres of land. Development Area C will be for mixed-use commercial and/or residential use and encompasses 1.97 acres of land shown as Tract 3 on the Development Area Map.




TIGER CROSSING
BROKEN ARROW, OKLAHOMA



Development Tracts A & C: Phase 1

We will fully develop site infrastructure, utilities, and entitlements to deliver 7 commercial pads for sale, ground lease, or build-to-suit. These will be marketed towards quick & full-service restaurants, service-oriented businesses, and retail end users. We will retain an additional 2 commercial pad sites to build and operate our own retail centers. The first of our two centers is actively being developed and marketed; we plan to break ground in June of 2025.

- Commercial development along Albany & County line will yield 60,000 - 65,000 GLA SF of commercial and retail space.
- Commercial activity will generate conservatively \$30-\$31 million in estimated annual sales.*
- Commercial activity will generate \$2,500,000 in estimated annual sales tax*
- \$21-22 million in total commercial building value will generate an estimated \$215,000 in Ad Valorem tax

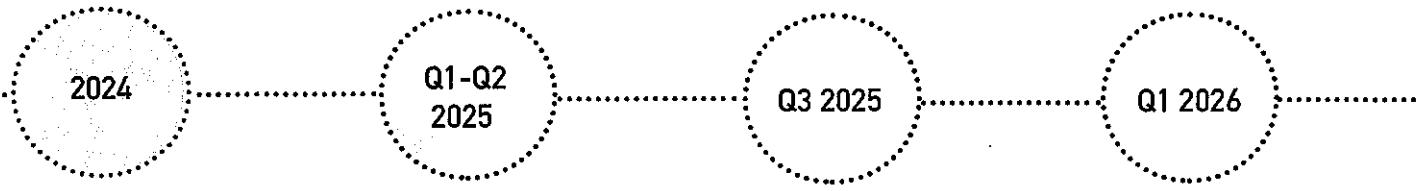
*(60,000/sf retail x average \$500/sf annual gross sales x .08417 tax rate)

Development Tract B: Phase 2

We will deliver all necessary utilities, access, and entitlements to allow residential and/or light office development. Development plans for tract B remain fluid as our original plan to develop the site into a build-for-rent community are contingent upon financing.

We estimate the residential development will add \$31,000,000 value and additional Ad Valorem tax of approximately \$310,000 per year.





Land Acquisition
Internal conceiving
Assembling development team
Comprehensive Plan Change
Site Design
PUD & Zoning Application
Earth Change & Site Clearing

PUD & Zoning Approval
Civil Design & Permitting
Platting & Entitlements
Retail Design & Preleasing
Civil Infrastructure Development
Retail Permitting

Pads ready for delivery
Retail construction begins.

Bhow Capital retail center complete.

When all tract A & C lots are developed, the site will consist of roughly 65,000 square feet of commercial development with an approximate value of \$21.5 million.

Direct economic impacts:

- Creation of over 200 construction related jobs for both phases
- Estimated annual Ad Valorem taxes for Phase 1 - \$215,000
- Estimated annual Ad Valorem taxes for Phase 2 - \$310,000
- Estimated annual sales tax revenue - \$2,500,000
- Over 125 new FTE jobs created

Indirect economic impacts:

- Increased property value of surrounding homes and businesses
- Attraction of new retailers to the market improving the quality of life of the surrounding residents.

We will be expending significant time and capital to transform this undeveloped agricultural land into a vibrant community center.

COST Land acquisition, site infrastructure, entitlements, commission, interest burden, developers fees, and reasonable profit will have an approximate total cost basis of **\$6,550,000**. Development of two retail shopping centers, totaling 21,500 square feet, will cost approximately **\$8,062,500** or \$375/sf.

VALUE The total aggregate real market value of the commercial and multifamily land will be approximately **\$5,375,000** which equates to a shortfall of **\$1,175,000**.

Market rents have not increased at the same rate as interest and construction costs. A cost of \$375/sf should command an average rental rate of \$31.75. We're forecasting an effective rental rate \$25/sf. Over a 10 year term with a 5% rental bump at year 5, we are left with a shortfall of **\$1,316,875** on the retail developments.

DELTA This leaves a combined negative delta of **\$2,491,875**. It is our hope that with the following assistance from the City of Broken Arrow and the Economic Development Corporation we can reduce the cost / value delta and successfully transform this site for the utilization and enjoyment of the surrounding community.



Requested Assistance from the City of Broken Arrow and/or Economic Development Corporation

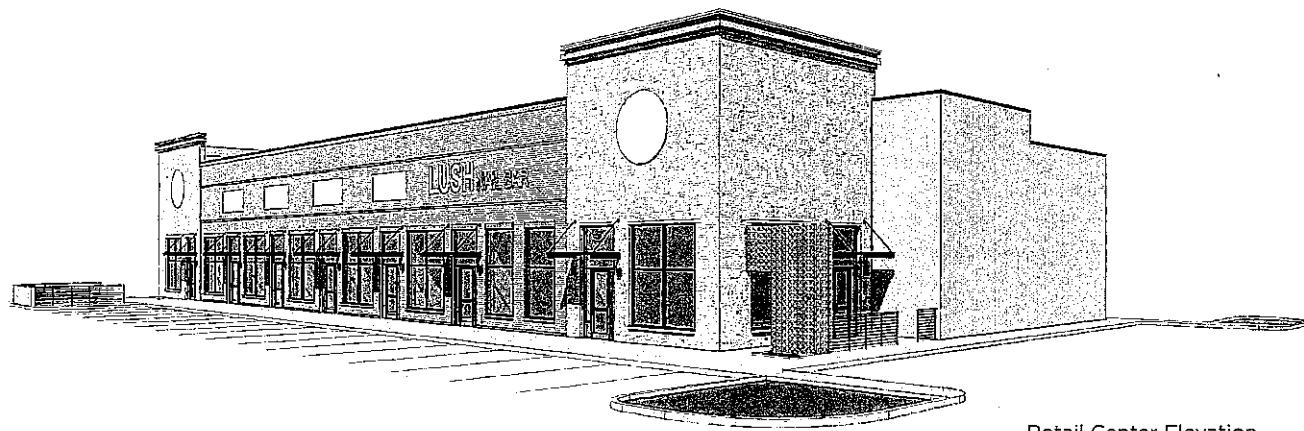
Assistance with a total value of \$2,491,875 through the following mechanisms:

In-kind assistance with development fees and infrastructure:

- 575 LF of sidewalk along County Line
- Permit fees
- Tap & street crossing fees
- 6 curb cuts and drive aprons
- Fire hydrants
- Fee-in-lieu of detention

15 Year 100% sales-tax-only TIF with a value cap set at \$____,____ (Once the total value of the in-kind assistance is established, that figure will be backed out of the total delta to establish the value cap of the TIF).

Additionally we would like to propose the construction of a HAWK pedestrian signal crossing along Albany near the western property boundary. We anticipate this development will see substantial foot traffic from the school and we want to facilitate access to the development while maintaining safety for the pedestrians.



Retail Center Elevation



Shops at Tiger Crossing Sales Tax Distribution with Rebate

Rebate 2,000,000.00

Total Sales to Generate Rebate 245,398,773.01

Total CoBA Sales Tax on Sales 8,711,656.44

Allocation without Rebate

General Fund	3,680,981.60
BAMA Sales Tax (GF)	2,453,987.73
STCI	1,226,993.87
PSST (total)	736,196.32
SST	613,496.93

Allocation with Rebate and required transfers

General Fund	0.00
BAMA Sales Tax (GF)	0.00
STCI	1,226,993.87
PSST (total)	736,196.32
SST	613,496.93

Police Transfer 2,251,533.74

Fire Transfer 1,883,435.58

Rebate 2,000,000.00 **22.96%**

CoBA retains: 6,711,656.45 **77.04%**

ECONOMIC DEVELOPMENT AGREEMENT

by and between

THE CITY OF BROKEN ARROW, OKLAHOMA,

THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

and

SHOPS at TIGER CROSSING, LLC

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") made effective as of the _____ day of _____, 2025, by and between THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (together with its successors and assigns, the "City", THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma Municipal Public Trust, which term, when used in such context, shall also mean and refer to the area within the territorial limits of the City), and SHOPS at TIGER CROSSING, LLC, an Oklahoma limited liability company ("Company or Developer").

WITNESSETH:

WHEREAS, the City is vitally interested in the economic welfare of its citizens and desires to enhance the City's capabilities for economic growth and development; and

WHEREAS, SHOPS at TIGER CROSSING, LLC is a limited liability company specializing in commercial development.

WEREAS, Company is interested in building on a 17.75 acre parcel of land located at the Northwest corner of County Line Road and Albany (the "Site"). The Site plan is attached hereto as "Exhibit A"; and

WHEREAS, Company intends to develop the Site in three development areas; and

WHEREAS, Development Area "A" encompasses 7.37 acres & "C" encompasses 1.97 acres of land and will consist of a minimum of 25,000 sq. ft of commercial and retail space. This development will front County Line Road and Albany. The legal description for Development Area A & C is attached hereto as "Exhibit B";

WHEREAS, Company intends to develop part of Tracts A & C in Phase I -

WHEREAS, the City reasonably expects that the establishment of the Project in the City will retain and potentially increase overall payroll tax values, vendor sales tax values and property tax values in, and the sales tax revenues of, the City; and

WHEREAS, a declared goal of the City is to encourage and facilitate economic development within and near the City by attracting new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City; and

WHEREAS, it is estimated the direct economic impact to the City shall result in the creation of approximately 200 construction related jobs for both phases and once completed approximately 125 new full-time jobs created by the Project; and

WHEREAS, the estimated annual additional Ad Valorem taxes once the Project is complete shall total approximately \$525,000 per year; and

WHEREAS, the development, once complete, is estimated to generate an additional approximate \$30,000,000 in annual sales with an estimated additional sales tax revenue totaling approximately \$2,500,000 per year; and

WHEREAS, the City recognizes that the Development will have direct and indirect economic benefits for the City as the City reasonably expects (i) to realize increased sales tax revenues; (ii) increases in *ad valorem* revenues to be derived therefrom by Tulsa County, Oklahoma, Independent School District No. 3 of Tulsa County, Oklahoma, and other local and area governmental entities from time to time benefiting therefrom; (iii) the Development will generally enhance property values, both residential and commercial, within the City; and (iv) that the Development's operation will otherwise contribute significantly to the economic well-being of the citizens of, and residents within and near, the City, and those in Tulsa County, Oklahoma ("Tulsa County"), and the State of Oklahoma (the "State") generally; and

WHEREAS, the City also recognizes that the Development and its operations will have additional and indirect economic benefits within and near the City, in Tulsa County and in the State through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, and providing training and employment opportunities in services, sales and management skills; and

WHEREAS, the location of the Development in the City is reasonably expected to attract organizations, individuals and customers from without the City's territorial limits with the reasonably expected result of encouraging and facilitating additional economic development within and near the City, promoting the expansion of existing industry, commercial and retail enterprises within the City, and diversifying the City's economy; and

WHEREAS, in connection with such reasonable expectations and following extensive negotiations with Company, Authority and the City have determined that it is necessary and appropriate for the City to provide with certain contingent Project-related development incentives; and

WHEREAS, implementation of this Agreement, which is reasonably expected to facilitate the realization of the aforesaid economic benefits to the City and general area, would otherwise be difficult or impossible without certain apportionments of City sales taxes, other forms of public assistance and the involvement of both the City and the Authority; and

WHEREAS, the Authority was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982 and August 4, 1983 (the "Authority Trust

Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, *et seq.*; and

WHEREAS, among the Authority Trust Indenture's stated purposes are those of promoting and encouraging the development of industry and commerce within and without the territorial limits of the City by instituting, furnishing, providing and supplying property, improvements and services for the City and for the inhabitants, owners and occupants of property, and governmental, industrial, commercial and mercantile entities, establishments, and enterprises within and without the City; promoting the general convenience, general welfare and public safety of the residents of the City; acquiring by purchase real property useful in instituting, furnishing, providing, or supplying any of the aforementioned property, improvements and services; complying with the terms and conditions of contracts made in connection with or for the acquisition of any of said properties; receiving funds, property and other things of value from, among others, the City; and participating in State and other programs which are to the advantage of the Authority and the City, and the Authority has determined that its undertakings and the performance of its obligations under this Agreement, are authorized and proper functions under the Authority's Trust Indenture; and

WHEREAS, both the City and the Authority deem it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of the Project (as hereinafter defined) and have determined such actions are in the best interests of the City and the health, safety, and welfare of the City and residents within and near the City.

NOW, THEREFORE, in consideration of the covenants and mutual obligations herein set forth and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

"Agreement" and such terms as "herein," "hereof," "hereto," "hereby," "hereunder," and the like shall mean and refer to this Agreement, and any and all supplements, modifications and/or amendments hereto.

"Authority" shall mean Broken Arrow Economic Development Authority, an Oklahoma public trust of which the City is sole beneficiary.

"City" shall mean The City of Broken Arrow, Oklahoma, an Oklahoma municipal corporation, and, as the case may be, shall mean and refer to such agency, department or instrumentality of the City as may have, or shall have been charged with, primary responsibility for any given Agreement-subject activity.

"Company or Developer" shall mean SHOPS at TIGER CROSSING, LLC

"Construction Plans" shall mean such architectural and engineering drawings, plans, specifications, and other documentation as may be reasonably necessary to describe the nature, scope, materials, quality, quantity, and other information requisite for the construction and fitting of improvements and/or structures included, or to be included, within the Project, *subject to* the same having first been agreed to and approved by the parties to this Agreement.

"Continuously Operate" shall mean the operation of the development during customary days and hours for company to operate its other stores, subject to temporary closures for repairs and restoration and closures that are reasonably outside the control of company (such as events of casualty or condemnation).

"Infrastructure Improvements" shall mean improvements in the manner of water, sewer and other utility facilities and connections, storm water and storm water detention facilities, roadways and parking facilities, made or caused to be made by or on behalf of, as the case may be, Company and on and, as the case may be, adjacent to or near the Premises or surrounding area in accordance with the Master Site Plan pursuant to this Agreement.

"Master Site Plan" shall mean that certain master site plan to be developed and prepared on behalf of Company for the Project, a copy of which, after the same shall have been approved by the City, shall be attached hereto as **Exhibit A** and made a part hereof.

"Operations Commencement Date" shall mean the first day of the calendar month in which Company shall complete the Development.

"Project" shall mean development of the Site and the construction, opening and operation of the development, and shall include the Infrastructure Improvements.

"Project Plan" shall mean development of the Site and the construction, equipping and furnishing of the Store, and shall include the Infrastructure Improvements.

"Site" and "Premises" shall mean and refer to the area of Northwest corner of County Line and Albany Road upon which the Development will be located, as set forth and described in **Exhibit A**, attached hereto and made a part hereof.

ARTICLE II NATURE OF THIS AGREEMENT

2.1 Scope of the Project. The development shall be constructed and landscaped in conformity with the City's Zoning Ordinances and Building and Land Subdivision Codes.

2.2 Relationship of the Parties. The undertakings of the parties under this Agreement require the mutual cooperation of the parties and their timely actions on matters appropriate and/or necessary to fully implement the provisions hereof. The parties agree to be diligent in using best, good faith efforts in performing and assisting one another, and requisite third parties, in performing their respective obligations under and/or relating to this Agreement, specifically including, without limitation, the performance obligations hereinafter set forth in **Articles III** and **IV** hereof.

2.3 Preparation and Approval of Master Site Plan. Company shall prepare or cause to be prepared, for approval by the City, which shall not be unreasonably withheld or delayed, the Master Site Plan.

ARTICLE III **OBLIGATIONS OF THE AUTHORITY & CITY OF BROKEN ARROW**

3.1 City as Beneficiary of Authority. The City is the sole beneficiary of the Authority. By mutual understanding between the City and the Authority, in accordance with the laws of the State, the Authority agrees to perform to the extent set forth in this Agreement the obligations and the responsibilities of the City, excepting only those obligations and responsibilities specifically reserved by and to be performed by the City pursuant to law or this Agreement.

3.2 Authority Approvals. The Authority agrees that any approvals it is required to make under this Agreement shall not be unreasonably withheld or delayed. In connection herewith, the Authority agrees that the City's approval of the Construction Plans shall also constitute the Authority's approval thereof, and the Authority agrees to coordinate its approvals of the Master Site Plan and the Project Plan with those of the City.

3.3 Economic Development Incentives.

A. In consideration of the Developer's agreement to construct the Project, the City and the Authority hereby agree to provide the Developer with an amount not exceeding Two Million Two Hundred Thirty Thousand Dollars (\$2,230,000.00) as assistance in development financing (i.e., the \$2,000,000.00 Sales Tax Rebate, \$20,000 for 600 LF of sidewalk, Permit Fees and Fee-in-lieu of detention not to exceed \$210,000.) in the following manner:

1. A Sales Tax Rebate in the aggregate amount of not to exceed a total of Two Million Dollars (\$2,000,000.00). Sales Tax Rebate shall not exceed 20 years. In addition, the parties agree that the sales tax rebate shall be intended to provide the Developer with assistance via a sales tax rebate for all sales within the project area to be split \$0.2296/dollar to the Developer/Company as more fully discussed below.

2. The Authority/City will rebate quarterly to the Developer, on or before the first day of the second month following the end of each calendar quarter, and beginning on May 1, 2027 (“Commencement date”), the Sales Tax Rebate as set forth herein, shall be based on an amount equal to a 0.815% percent sales tax (representing 32.6% of the incremental sales tax revenue based on 2.5% of the total of 3.55% sales tax levied by the City as of the date of this Agreement) on retail sales within the Project, as calculated for the preceding calendar quarter; provided however, the Authority may exclude from any Sales Tax Rebate payment any amount attributable to an Ineligible use from businesses already operating within the City limits of Broken Arrow at the time of the opening of the Development. The Sales Tax Rebate Period shall commence on the Commencement Date and shall end when the Developer has received the Maximum Sales Tax Rebate Amount of \$2,000,000.00, not to exceed 20 years. Should the Developer elect to not complete the Project, this Agreement will become null and void. For purposes of this Agreement, the phrase "complete the Project" shall be defined as the Developer constructing or causing to be constructed a minimum of Seven pad sites for sale, lease or build to suit, constituting a minimum sq. ft. of 25,000 sq.ft. of commercial retail or service businesses by May 1, 2030 and construction of the Company's operations that will total approximately 13,175 sq. ft. .
3. If the Authority or the City have any inquiries concerning such tax summary, the Authority shall have the right to withhold payment of any rebate in respect of one or more tenants that the City may dispute until the Authority and the City are provided with such additional information as the Authority and the City shall reasonably require. The parties specifically agree that the foregoing Sales Tax Rebate shall reflect an amount equal to a 0.815% City sales tax rate (i.e. Project revenues), as said portion of the aggregate City sales tax is levied from time to time, and shall not apply to any other portions of the sales tax levied by the City, Tulsa County, or the State of Oklahoma; provided however, the City shall have no obligation to make any rebate payments to the Developer until the Developer has completed the Project, as described herein;
4. Developer shall provide the Authority and the City with a roster of tenant occupants of the Project as of January 1st of each year. The Developer shall provide an update in writing twice per year to the Economic Development Director on the status of the project, compliance with this agreement and any new business announcements. The Developer shall, twice per year, provide a report to the Economic Development Manager of all businesses

operating in the Project Site. Said report shall include the first day of business operations, last day of business operations, and any changes in businesses in the development. Said reporting shall be required so long as the sales tax rebate is received by the Company. Developer hereby waives any and all rights of confidentiality, which Developer may have in respect of sales taxes generated from the Project. Without limiting the generality of the preceding sentence, Developer agrees that the City shall have the right to inspect and audit the books and records of Developer to confirm the total amount of sales taxes and Project Sales Tax Receipts attributable to the Project. The City shall use reasonable efforts to maintain the confidentiality of the Project Sales Tax Receipts, subject to any laws that may require disclosure thereof. Performance of this provision shall be deemed completed when the Developer fully collects the Maximum Sales Tax Rebate Amount of Two Million Dollars (\$2,000,000.00); provided, however, the payment of the Sales Tax Rebate for the final calendar year of the Sales Tax Rebate Period may occur on or before May 1st of the following calendar year.

5. The City shall be entitled to rely, at least on a quarterly basis, on any report(s) from the Oklahoma Tax Commission to validate and/or confirm the amount of sales tax generated from the Project. Developer shall cooperate with the City and the Oklahoma Tax Commission to provide and/or otherwise obtain the information necessary to determine the Sales Tax Rebate for the applicable period.
6. Notwithstanding anything contained herein to the contrary, in no event shall the sum of assistance in development financing made by the City or Authority under the Agreement exceed the sum of Two Million Two Hundred Thirty Thousand Dollars (\$2,230,000.00).
7. The Authority and the City propose to utilize revenues derived from the Project to pay the Sales Tax Rebate, when and if available. It is understood and expressly agreed by the Developer that the Authority and the City do not warrant or guarantee that the grant of tax rebates as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the Statutory Authority for same or Authority's or City's use thereof is challenged by court action. In the event such court action related to this Agreement is instituted, Developer, the Authority and the City shall each be responsible for their own costs of defending the parties hereto, this Agreement and the tax rebates hereunder; provided however, should such litigation result in the loss of tax rebates as provided herein, Developer shall be solely responsible for the payment of all taxes due, including all taxes

which otherwise would have been paid to the City without the benefit of abatement or rebates without recourse to the City, and without any obligation by the Authority or the City to reimburse same back to Developer. The Authority and the City agree that in the event of an invalidation of the rebate (or some portion thereof), the Authority and the City will not pursue the recovery of previously paid rebate amounts except as may be compelled by lawful authority; provided however, this provision shall not limit the Authority's or City's right to offset the invalid portion of paid Sales Tax Rebate against future Sales Tax Rebate owed. Further, no incentives shall be granted for any business already conducting operations within the City of Broken Arrow at the time of opening of the development and that no incentives are provided or contemplated for Phase II of the development involving residential apartment construction and operation.

B. That the Authority shall reimburse the Developer for 600 linear feet of sidewalk to be placed along County Line Road in an amount not to exceed \$20,000.00. Once Developer has constructed the sidewalk, they shall submit all paperwork required by the City Finance Department for reimbursement. Said reimbursement shall be made by Authority within 60 days of submittal of all Authority required paperwork; and

C. Waiver of Site Development permit fees and Fee-in-Lieu instead of onsite stormwater detention in a total amount not to exceed \$210,000.00.

ARTICLE IV **OBLIGATIONS OF SHOPS AT TIGER CROSSING LLC** **“COMPANY/DEVELOPER”**

4.1 Development of Premises. Company shall diligently undertake the preparation of the Master Site Plan for submission to the authorized representatives of the City and the Authority for approval, which shall not be unreasonably withheld or delayed, on behalf of the City and the Authority.

Company shall build, or cause to be built, the Development and other improvements in accordance with the Master Site Plan and the Construction Plans.

4.2 Performance of Project Covenants-Phase 1. At its sole cost, excepting the above reimbursements, Company shall construct the Seven (7) pad sites for sale, lease or build to suit for commercial retail, restaurant and/or service-oriented businesses and such other related business as the Company may desire. Also, the Company shall construct one pad site for their operations (approx. 13,175 sq. ft.) and agrees to construct or cause or cause to construct and operate or cause to operate a minimum of 25,000 sq. ft. of commercial retail or service businesses by May 2030. Site improvements as are provided for in this

Agreement, with such construction to be commenced and completed in accordance with the following schedule, except to the extent of unavoidable delays (as defined in Section 7.10 hereof):

Phase 1-Tract A & C Construction

- a. Construction Start Date: Nov 2025; and
- b. Completion Date: Nov 2027.

4.3 **Minimum Investment.** Company shall have, in the aggregate, invested and/or to cause investment not less than \$14,612,500 for the acquisition and development and construction of the Project.

4.4 **Contingency Obligations.**

- (a) In the event that at any time during the term of this Agreement, taxes owed to the City by Company become delinquent (*provided* Company shall have the right to timely and reasonably contest such taxes under applicable law), then Company shall be in default under this Agreement. In the event of such default, the City shall give Company written notice of such default, and if Company has not cured such default within ninety (90) days of said written notice, this Agreement may be terminated by the City and the Authority, in which event any payment obligation of the Authority to Company under **Section 3.3** hereof shall be deemed to, and shall, terminate, effective as of the date of such termination.
- (b) In the event of the payment obligations of the City or Authority are terminated as next above provided, Company shall repay to the City or Authority all amounts theretofore paid to Company by the City or Authority hereunder prior to the date of such termination, which said amount(s) shall be due and payable within one-hundred twenty (120) days next following the first day of the month next following the month in which such termination shall have occurred.
- (c) It is expressly agreed that, notwithstanding any termination or expiration of this Agreement, the City, subject to any applicable statute of limitations, shall have the right, to be exercised upon reasonable prior notice, at any time and from time to time to audit the books and account records of the Company relative to Company's taxable retail sales and to collect any amounts owed to the City or the Authority based on any adjustments in the Company's taxable sales made as the result of any such audit. The cost of such audit will be the sole responsibility of the City.

4.5 **Infrastructure Improvements.** The Infrastructure Improvements shall be made and constructed at the sole cost and expense of Company and in conformity with applicable City and State codes, ordinances and statutes. To the extent that any Infrastructure Improvements are made on or in public rights of way or on any other lands owned by the City, title to the same, upon the completion thereof, shall vest

in the City and Company shall furnish to the City any reasonably requested instruments of release or conveyance necessary to perfect the City's unencumbered title thereto.

ARTICLE V **ADDITIONAL OBLIGATIONS OF THE CITY**

5.1 **Financial and Other Assistance to the Authority.** The City acknowledges that the Authority is without material financial means and that as the Authority's sole beneficiary the City agrees to assist the Authority through the provision of the necessary financial resources to meet its obligations under this Agreement subject to annual appropriation. In addition, the City agrees, as and when appropriate, to provide the Authority with the necessary logistical support (e.g., engineering and the preparation of necessary documentation for, and the conduct of, any required public bidding solicitations, etc.), including, as and when appropriate force work, to meet its other obligations hereunder.

5.2 **City Approvals.** The City agrees that any approvals its representative is required to make under this Agreement, whether with respect to the Master Site Plan, the Project Plan, the Construction Plans, or any other matter, shall not be unreasonably delayed and the City agrees to coordinate its approvals of the Master Site Plan and the Project Plan with those of the Authority.

In connection herewith the City agrees that its review and approval of the Master Site Plan, and the Project Plan to follow, shall be limited in its scope and focus on compliance with applicable provisions of the City's Zoning and Building Codes, and, to the extent appropriate, applicable provisions of state and federal law; coordination, locations and appropriate legal descriptions of necessary easements affecting the Site and the intended utilization of the Site and the Store; and the planning of, and the design and construction specifications for, the Infrastructure Improvements. The parties acknowledge and agree that the City's approval of the Master Site Plan and the Construction Plans shall also constitute approval thereof by the Authority.

In further connection herewith, the City agrees that its review and approval of the Construction Plans shall be limited in its scope, with a focus on compliance with applicable provisions of the City's Zoning and Building Codes, and, to the extent appropriate, applicable provisions of state and federal law; verification of the locations and appropriate legal descriptions of necessary easements affecting the Premises and the intended utilization of the Store; and the construction specifications for the Infrastructure Improvements, whether or not to be constructed by or on behalf of the Authority. In addition, the City acknowledges that its approval of the Construction Plans shall also constitute the Authority's approval thereof.

ARTICLE VI **CONSTRUCTION AND INDEMNIFICATION PROVISIONS**

6.1 Construction Plans and Contracts. Prior to commencement of construction of the infrastructure improvements, Company shall furnish to the City, for the City's prior approval, which approval shall not be unreasonably withheld or delayed, copies of all Construction Plans. The parties agree to cooperate and to use their respective best efforts to secure whatever assistance and approvals may be required from third parties in order to facilitate the preparation for and the course of such construction.

6.2 Indemnification. It is understood and agreed between the parties that Company and City/Authority are performing its obligations hereunder, are acting independently, and the City and the Authority assume no responsibility or liability in connection therewith to third parties.

Company agrees to indemnify and hold harmless the City and the Authority, and their respective officers, agents and employees, from and against any and all third party claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by any of the terms or provisions of this Agreement, or by any negligent act or omissions of Company or its officers, agents, associates, employees or contractors, in the performance of Company's obligations under this Agreement.

The provisions of this **Section 6.2** are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE VII **GENERAL PROVISIONS**

7.1 Nondiscrimination. Company agrees not to discriminate on the basis of race, color, religion, gender, or national origin in the sale, lease, or rental or in the use or occupancy of the Site, any retail or commercial establishment or any related facilities in violation of applicable law or regulation.

7.2 Conflict of Interest; Representatives not Individually Liable. No official or employee of the Authority or the City shall have any personal interest in or under this Agreement, nor shall any person voluntarily acquire any ownership interest, direct or indirect, in any legal entity which is a party to this Agreement. No official or employee of the Authority or the City shall be personally liable to Company in the event of any default or breach by the Authority or the City or for any amount to become due to Company under this Agreement.

7.3 Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid

or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Authority, the City and Company with respect to the subject matters of this Agreement, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

7.4 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

7.5 No Partnership Created. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

7.6 Formalities and Authority. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

7.7 Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally, as follows:

to Company:

SHOPS at TIGER CROSSING, LLC c/o
Bhow Capital LLC
110 South Hartford Ave. #110
Tulsa, OK 74120

to the City:

City Manager
The City of Broken Arrow
P. O. Box 610
Broken Arrow, Oklahoma 74013

to the Authority:

Chairman
Broken Arrow Economic Development Authority
P. O. Box 610

Broken Arrow, Oklahoma 74013

With copies to:

City Attorney
City of Broken Arrow, Oklahoma
P. O. Box 610
Broken Arrow, Oklahoma 74013

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

7.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7.9 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by all parties hereto.

7.10 Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" shall mean beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, and shall not include any delays attributable to financial difficulties; *provided*, the assertion of any unavoidable delay shall be subject to the asserting party first giving written notice to the other parties of its claim thereof and thereupon and forthwith diligently and in good faith undertaking all reasonable efforts to overcome the conditions leading to or causing such delay.

7.11 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

7.12 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' fees.

7.13 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

7.14 Authority's Limited Liability. The obligations of the Authority arising under or by virtue of this Agreement shall be limited to the interest of the Authority in such tax increment payments as are generated by and/or as the result of the Project and appropriated by the City for use by, and transferred to, the Authority for its use in performing its obligations under this Agreement, and such other funds of the Authority as are from time to time secured and allocated to the performance of the obligations of the Authority hereunder, and resort shall not be had to any other assets or resources of the Authority.

7.15 Construction of this Agreement. Each party acknowledges that it and its legal counsel have reviewed and, as the case may be, revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[SIGNATURE BLOCKS TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the each of the parties has caused this Agreement to be executed by its duly authorized official(s), as of the date first above written

THE CITY OF BROKEN ARROW,
a municipal corporation

ATTEST: (S E A L)

By: _____
Mayor

By: _____
City Clerk

Approved as to Form:

Deputy City Attorney

BROKEN ARROW ECONOMIC
DEVELOPMENT AUTHORITY,
an Oklahoma public trust

ATTEST: (S E A L)

By: _____
Chairman

By: _____
Secretary

SHOPS AT TIGER CROSSING, LLC

By: Monika Bhow
Member Manager

Subscribed before me this 10th day of Sept, 2025 by
Nilesh Bhow, Member-Manager of SHOPS at TIGER CROSSING, LLC.

Monika Bhow
NOTARY PUBLIC



MY COMMISSION NO. 21004511
MY COMMISSION EXPIRES: Apr. 1, 2029

EXHIBIT A

EXHIBIT B

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of September 2025, by and between the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a public trust hereinafter referred to as "OWNER", and BKL, INC., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated January 17, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes and provided associated engineering services for the INNOVATION DISTRICT INFRASTRUCTURE IMPROVEMENTS (PROJECT).

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include: roundabout design, storm sewer design revisions, re-grading of portions of the project, addition of street lighting along the spine roadway, construction assistance services, additional survey services, and archeological survey services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to provide complete revised construction plans necessary for completion of construction for the project. Additional project scope includes: roundabout design at the intersection of Gulfport Street and Joshua Avenue, storm sewer design associated with roundabout, miscellaneous re-grading of areas behind back of curbs as well as drainage ditches to ponds, addition of

street lighting along main spine roadway, additional construction assistance services during construction phase, additional survey, and a required archeological survey.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 17, 2023	\$ 757,750.00
<u>Amendment No. 1</u>	\$ 139,000.00

Revised Total Contract Amount	\$ 896,750.00
-------------------------------	---------------

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Economic Development Authority, a Public Trust

By: Michael L. Spurgeon, City Manager

Date:

CONSULTANT:

BKL, Inc.

By: Jennifer Hammock
Jennifer Hammock, President

Date: 9/7/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

BAEDA Secretary [Seal]

Date:

Approved as to form:

D. Graham Parker
Assistant City Attorney

Attest:

Jayde Dzierba
Jayde Dzierba, Secretary

Date: 9/8/2025



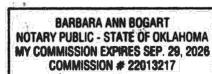
VERIFICATION

State of Oklahoma)
County of Tulsa)

Before me, a Notary Public, on this 8th day of September, 2025, personally appeared Jennifer Hammock, known to be to be the **(President)**, Vice-President, Corporate Officer, Member, or Other: _____ of BKL, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

9-29-26



Barbara Bogart
Notary Public

**AMENDMENT NO. 1
ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Provide complete revised construction documents for roundabout design at the intersection of Gulfport Street and Joshua Avenue.
- 1.2 Provide complete revised construction documents for storm sewer design associated with roundabout identified in Section 1.1 above.
- 1.3 Provide complete revised construction documents for re-grading of areas behind back of curbs for the length of the roadways.
- 1.4 Provide complete revised construction documents for grading and re-grading of drainage ditches to ponds.
- 1.5 Provide complete revised construction documents for addition of street lighting along main spine roadway.
- 1.6 Provide necessary additional construction assistance services for completion of the project.
- 1.7 Provide necessary archeological survey.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

**AMENDMENT NO. 1
ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 AMENDMENT SUBMITTAL DOCUMENTS

- 1.1 Provide complete revised construction documents for:
 - 1.1.1 Roundabout design at the intersection of Gulfport Street and Joshua Avenue.
 - 1.1.2 Revised storm sewer design associated with roundabout identified in Section 1.1.1 above.
 - 1.1.3 Re-grading design behind back of curbs for the length of the roadways.
 - 1.1.4 Grading and re-grading of drainage ditches to ponds.
 - 1.1.5 Addition of street lighting design along main spine roadway.
- 1.2 Construction assistance services documentation as necessary for completion of the project.
- 1.3 Provide completed archeological survey.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

**AMENDMENT NO. 1
ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with Exhibit 1 attached.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

EXHIBIT 1

DATE: 9/5/2025
BKL PROJ. NO. 828

FEE SCHEDULE

CITY OF BROKEN ARROW
INNOVATION DISTRICT (ARROW FORGE)

FEE SCHEDULE								
DESIGN ITEM	PRINC. SR. ENGR.	PMI SR. ENGR.	PROJECT ENGR.	DESIGN ENGR.	DESIGN TECH.	CADD TECH.	CLERICAL	TOTAL
Hourly Rate	\$200.00	\$175.00	\$145.00	\$135.00	\$120.00	\$110.00	\$100.00	
C.1 - PRELIMINARY DESIGN - ROUNDABOUT								
ADMINISTRATION	2	4						8 14
HORIZONTAL ALIGNMENT	1	1	10					12
VERTICAL ALIGNMENT	1	2	10					13
TYPICAL SECTIONS	1	1	2			4		8
GEOMETRIC DATA SHEETS	1	1	4			2		8
ROW SHEETS	1	1	2	2		2		8
STORM SEWER DESIGN AND LAYOUT	1	1	8			2		12
ROADWAY PLAN & PROFILE SHEETS	4	8	24	16		24		76
CROSS SECTIONS	1	2	10	8		12		33
SITE VISITS (1)	2		2					4
MEETING (1)	2		2					4
PLAN REVIEW	2	4	4					10
MISC. DETAILS								0
ENGINEER'S ESTIMATE	1		1					2
	Subtotal, C.1	20	25	79	26	0	46	8 204
FEES ESTIMATE	\$ 4,000.00	\$ 4,375.00	\$ 11,455.00	\$ 3,510.00	\$ -	\$ 5,060.00	\$ 800.00	\$ 29,200.00
STREET LIGHTING (TEC)								\$ 35,000.00
PRINTING & REPRODUCTION								\$ 300.00
	C.1 - FEE SUBTOTAL	\$4,000.00	\$4,375.00	\$11,455.00	\$3,510.00	\$0.00	\$5,060.00	\$800.00
								\$ 64,500.00
C.2 - FINAL DESIGN - ROUNDABOUT								
ADMINISTRATION	1	1					2	4
TYPICAL SECTIONS			2			4		6
SUMMARY OF ROADWAY PAY ITEMS AND NOTES	1		2			2		5
SUPPLEMENTARY SUMMARY SHEETS	1		2			4		7
GEOMETRIC DATA SHEETS	1	1	2			4		8
ROW SHEETS	1	1	2			4		8
DRAINAGE SUMMARIES	1		6			8		15
STORM SEWER DETAILS	2	2	8			8		20
ROADWAY PLAN & PROFILE SHEETS	2	4	16			20		42
ROUNABOUT DETAILS	1	2	10			10		23
SIGNING & STRIPING	1		2			10		13
CROSS SECTIONS	1	1	6			10		18
MEETING (1)	1		1					2
PLAN REVIEW	4	2	4					10
ENGINEER'S ESTIMATE	1	1	2					4
CONSTRUCTION DOC.	1	1	1					3
	Subtotal, C.2	20	16	66	0	0	84	2 188
FEES ESTIMATE	\$ 4,000.00	\$ 2,800.00	\$ 9,570.00	\$ -	\$ -	\$ 9,240.00	\$ 200.00	\$ 25,810.00
REPRODUCTION								\$ 190.00
	C.2 - FEE SUBTOTAL	\$4,000.00	\$2,800.00	\$9,570.00	\$0.00	\$0.00	\$9,240.00	\$200.00
								\$ 26,000.00
C.2 - FINAL DESIGN - Grading Change during bidding								
ADMINISTRATION	1	1					2	4
TYPICAL SECTIONS			2			4		6
SUMMARY OF ROADWAY PAY ITEMS AND NOTES	2		4			4		10
SUPPLEMENTARY SUMMARY SHEETS	1		4			6		11
DRAINAGE SUMMARIES	2		6			8		16
ROADWAY PLAN & PROFILE SHEETS	4	8	32			20		64
CROSS SECTIONS	2	4	16			12		34
ENGINEER'S ESTIMATE	1	1	1					3
CONSTRUCTION DOC.	1	1	1					3
	Subtotal, C.2	14	15	66	0	0	54	2 151
FEES ESTIMATE	\$ 2,800.00	\$ 2,625.00	\$ 9,570.00	\$ -	\$ -	\$ 5,940.00	\$ 200.00	\$ 21,135.00
REPRODUCTION								\$ 65.00
	C.2 - FEE SUBTOTAL	\$2,800.00	\$2,625.00	\$9,570.00	\$0.00	\$0.00	\$5,940.00	\$200.00
								\$ 21,200.00
C.4 - CONSTRUCTION ASSISTANCE PHASE (Renew for Roadway Construction)								
Construction Phase Services	12	24	24				20	0
	Subtotal, C.4	12	24	24	0	0	20	0 80
FEES ESTIMATE	\$ 2,400.00	\$ 4,200.00	\$ 3,480.00	\$ -	\$ -	\$ 2,200.00	\$ -	\$ 12,280.00
STREET LIGHTING (TEC)								\$ 5,000.00
LIFT STATION AND FORCE MAIN (HUB)								\$ 9,800.00
REPRODUCTION								\$ 220.00
	C.4 - FEE SUBTOTAL	\$ 2,400.00	\$ 4,200.00	\$ 3,480.00	\$ -	\$ -	\$ 2,200.00	\$ -
								\$ 27,300.00
TOTAL PROPOSED FEE								\$139,000.00

**AMENDMENT NO. 1
ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
BKL, INC.
FOR
PROJECT NAME: INNOVATION DISTRICT IMPROVEMENTS
PROJECT NO. 2352100**

PROJECT SCHEDULE

1.0 SCHEDULE

Completion of the work by the CONSULTANT for this Amendment 1 shall be 30 days from notice to proceed.

(REMAINDER OF PAGE INTENTIONALLY BLANK)