



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, May 20, 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. [25-60](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 06, 2025
 - B. [25-696](#) Ratification of the Claims List Check Register Dated May 12, 2025
- 4. Consideration of Items Removed from Consent Agenda**
- 5. Public Hearings, Appeals, Presentations, Recognitions, Awards**
 - A. [25-444](#) Presentation, discussion and possible acceptance of the August 2024 - March 2025 Broken Arrow Economic Development Corporation Biannual Report
- 6. General Authority Business**

- A. [25-721](#) Consideration, discussion and possible approval of Resolution No. 1656, a Resolution of the Broken Arrow Economic Development Authority (the “Authority”) accepting the responsibilities as designated to the Authority by the City of Broken Arrow, Oklahoma (the “City”) pursuant to the Hackberry Market Economic Development Project Plan adopted by the City; authorizing the General Manager, or designee, to proceed with the development of the financing plan in connection with increment District No. 6, City of Broken Arrow, including preparation of a preliminary official statement; designating an underwriter and a trustee bank in connection with the proposed issuance of the Authority’s Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project); approving, ratifying and affirming professional services agreements related to bond and financing professionals; and containing other provisions relating thereto

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 #: 25-60, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 05-20-2025**

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 06, 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: May 06, 2025 Broken Arrow Economic Development Authority Minutes

Recommendation:

Approve the minutes of the May 06, 2025 Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

Broken Arrow Economic Development Authority

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, May 6, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at approximately 8:48 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-59 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of April 15, 2025
- B. 25-659 Approval of the Broken Arrow Economic Development Authority Amended Special Meeting Minutes of February 25, 2025
- C. 25-623 Approval of and authorization to execute Budget Amendment Number 25 for Fiscal Year 2025
- D. 25-534 Acknowledgement of submittal of the March 2025 Broken Arrow Economic Development Corporation's Monthly Report
- E. 25-595 Approval of and authorization for City Manager and Broken Arrow Economic Development Authority to execute a Commitment Letter to the City of Atoka, in support of the Atoka Energy Park Project
- F. 25-620 Ratification of the Claims List Check Register Dated April 28, 2025

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks

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 - NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon reiterated that the Economic Development Corporation will present at the next council meeting, along with a discussion of a related economic development agreement. He also thanked the council for supporting consent agenda item 3E, which involves a non-binding letter allowing the city to continue its due diligence on a potential partnership. He clarified that no commitment has been made. Still, he emphasized the importance of evaluating the opportunity thoroughly to determine its value for Broken Arrow, with further updates expected at the next meeting or in June.

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at approximately 8:50 p.m.

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

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 #: 25-696, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 05/20/2025**

Title:

Ratification of the Claims List Check Register Dated May 12, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 29, 2025 through May 12, 2025 checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$7,814,737.17 for the various funds.

Governmental Funds	\$3,739,787.32
BAMA	\$4,067,129.85
BAEDA	<u>\$ 7,820.00</u>
Total	\$7,814,737.17

A summary by funds and detail are attached.

Cost: \$7,820.00

Funding Source: BAEDA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated May 12, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 05/12/2025

City of Broken Arrow
Check Register by Fund



Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		FUND	DESCRIPTION		AMOUNT	INVOICE COUNT			
	110		GENERAL		181,397.18	517			
	220		BA MUNICIPAL AUTHORITY		4,067,129.85	839			
	227		CVB-HOTEL MOTEL		13,692.19	13			
	330		SALES TAX CAPITAL IMPROVEMENT		2,083,712.28	18			
	331		POLICE ENHANCEMENTS		4,500.00	1			
	332		PARK & REC CAP IMPROV		2,640.00	2			
	342		STREET LIGHT FUND		168,246.01	9			
	343		STREET SALES TAX FUND		309,717.80	13			
	344		PS SALES TAX POLICE		172,364.98	255			
	345		PS SALES TAX FIRE		85,190.58	160			
	592		2014 BOND ISSUE		848.00	1			
	593		2018 BOND ISSUE		498,113.44	20			
	660		WORKERS COMPENSATIONS		22,039.30	6			
	661		GROUP HEALTH AND LIFE		174,938.77	2			
	882		AGENCY FUND DEPOSITS		4,296.50	12			
	887		ECONOMIC DEVELOP AUTHORITY		7,820.00	3			
	888		CREEK 51 TIF APPORTIONMENT		18,090.29	1			
	Total				7,814,737.17	1,872			

City of Broken Arrow
Check Register by Fund



Fund 887

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/01/2025	328292	283	BANK OF OKLAHOMA N A	0000E1LUT000	BROKEN ARROW EDA TI 2019 BOND #2400-0004970.1	8871700 585030		2025/11	2,000.00
Total For Check # 328292									2,000.00
05/01/2025	328359	3632	BLACKSHARE ENVIRONMENTAL SOLUTIONS LLC	19658	Phase I Environmental Study	8871700 570170	2417210	2025/11	1,500.00
Total For Check # 328359									1,500.00
05/01/2025	328413	2004	KIMLEY-HORN & ASSOCIATES INC.	064598216-0325	Events Park Infrastructure 2417210	8871700 570150	2417210	2025/11	4,320.00
Total For Check # 328413									4,320.00
Total For Fund 887									7,820.00
Number of Invoices For Fund 887									3



City of Broken Arrow

Request for Action

File #: 25-444, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 05-20-2025**

Title:

Presentation, discussion and possible acceptance of the August 2024 - March 2025 Broken Arrow Economic Development Corporation Biannual Report

Background:

The Broken Arrow Economic Development Authority contracts with the Broken Arrow Economic Development Corporation annually 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 terms of the Economic Development Agreement with the BAEDC, On or before April 30th and October 31st of each year the President and Chair of the BAEDC shall provide a written report on the activities of Corporation's activities including a summary of the accomplishment of its goals to the BAEDA and present the report to BAEDA.

The above report and a presentation will be prepared and presented by the BAEDC at the second City Council meeting in May of each year, articulating the delivery of all deliverables within the agreement.

Cost: None

Funding Source: N/A

Requested By: Jennifer Rush, Economic Development Manager

Approved By: **City Manager's Office**

Attachments: BAEDC August 2024 - March 2025 Biannual Report

Recommendation:

Accept the August 2024-March 2025 Broken Arrow Economic Development Corporation Biannual Report

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY AND THE
BROKEN ARROW ECONOMIC DEVELOPMENT CORPORATION**

This Contract is made and entered into this 15th day of July 2024, by and between the Broken Arrow Economic Development Corporation, an Oklahoma non-profit corporation, hereinafter referred to as "BAEDC," and the Broken Arrow Economic Development Authority, hereinafter referred to as "BAEDA" a public trust, whose sole beneficiary is the City of Broken Arrow.

WHEREAS, BAEDA has adopted an economic development strategy for the City of Broken Arrow; and

WHEREAS, this strategy specifically outlines activities and efforts needed to encourage and facilitate economic development in the community by attracting new retail sales businesses, commercial businesses and industries to the Broken Arrow area, and by promoting the economic health and expansion of existing retail sales businesses, commercial businesses and industries within Broken Arrow and diversifying the City's economy; and

WHEREAS, BAEDA is an Oklahoma public trust, the sole beneficiary of which is the City of Broken Arrow (the "City" which term, when used in such context, shall also mean and refer to the area within the territorial limits of the City); and

WHEREAS, BAEDA was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982, August 4, 1983, and March 18, 2014 (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 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 the 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 acquiring 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 BAEDA and the City; and BAEDA has determined that its undertakings and the performance of its obligations under this Agreement are authorizing and proper functions of the BAEDA's Trust Indenture; and

WHEREAS, a declared goal of BAEDA 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, BAEDA recognizes that the BAEDC's fulfillment of the provisions of this Contract will have additional and indirect economic benefits within and near the City, in Tulsa and Wagoner Counties and in the State through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, and predicated and/or providing training and employment opportunities in services, sales and management skills; and

WHEREAS, the Oklahoma Supreme Court has held that Economic Development is a legitimate public purpose for which public funds may be expended and that economic development in the City will allow the City to expand the type and scope of its services, including enhanced public improvements, police protection, fire protection and recreational facilities; and

WHEREAS, BAEDA desires, through the Contract with the BAEDC, to increase the revenue of the community of Broken Arrow and of its inhabitants and to provide employment for the inhabitants of the community of Broken Arrow; and

WHEREAS, it is in the best interest of the City for the BAEDC to continue certain programs and services including expansion and creation of programs and incentives supporting expansion and retention of existing industries; and

WHEREAS, as established by the monthly reports of the BAEDC, the marketing efforts of the BAEDC have resulted in significant interest from developers both within and outside of the state, as well as the expansion and retention of existing businesses and jobs; and

WHEREAS, services to be performed are contractual services of a professional nature for valid consideration.

WHEREAS, both the City and the BAEDA deem it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of economic development activities and the program contained in this Contract 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 set forth and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

SECTION 1: PARAMETERS OF CONTRACT AND RESPONSIBILITIES OF THE BAEDC

It is expressly understood that the remuneration paid by BAEDA to the BAEDC shall be

compensation for specific professional services rendered pursuant to the terms of this Contract. No BAEDA funds shall be used for any other purpose. The BAEDC shall perform certain Economic Development services for the benefit of the BAEDA and the City of Broken Arrow and shall strive toward the fulfillment of the Economic goals and objectives it has adopted. As a result, it is understood that the BAEDA is not providing the full amount of funding necessary to fulfill all the services outlined in this contract. The BAEDC will be required to seek private investments to fully fund all the services outlined. Should the BAEDC not be able to obtain the additional funding necessary it is understood that BAEDC will not be able to meet all of the services outlined in Section V: Workforce Development. Specifically, the BAEDC shall perform the following:

I. RESEARCH ANALYSIS/STRATEGIC PLANNING/ECONOMIC OUTLOOK

The BAEDC shall continually monitor trends within the economy, as well as external economic trends. Through these efforts BAEDC will:

- a) Review and revise the economic strategic plan, including target industries for recruitment.
- b) Review and revise the Broken Arrow labor survey, that will help clarify the City's workforce, as well as promote it to others.
- c) Provide property searches, relevant data analysis and research material to City in efforts of retail recruitment to the City by the first day of each month.
- d) Create and maintain a print and electronic inventory of available commercial buildings and properties for retail, industrial and office prospects. Grounds for Development marketing brochure to be updated and delivered to the city by January 2nd of each year.
- e) Professional staff will attend conferences as well as other industry groups to keep Broken Arrow apprised of national and global trends.
- f) Create and maintain a website that promotes the community and provides the relevant data for business recruitment.
- g) Facilitate industry roundtables pertaining to housing, retail/commercial, manufacturing, and other topics quarterly to ensure the City and BAEDC are abreast of the needs, opportunities, and challenges of our businesses.
- h) Facilitate discussions around housing development to ensure the Broken Arrow market has offerings in every economic sector to further develop a stronger workforce pipeline.

II. BUSINESS RETENTION & EXPANSION

There are more than 300 manufacturers currently located within the City resulting in the third largest concentration of manufacturers in the state, behind Oklahoma City and Tulsa. In order to retain and grow these and our other City employers, the BAEDC shall execute the following and report on such actions to the Economic Development Director:

- a) Conduct business retention visits, compile data resulting from visits, log all relevant data, and report monthly trends with recommendations as to programs or policies to assist in business support in coordination with the City of Broken Arrow staff by utilizing a shared CRM system. Goal of reaching at least 25% unique primary employer meetings each year.
- b) BAEDC will act as point of contact for the generation of state incentive analysis, economic impact analysis as well as labor market data request made to any state or regional agency including the Oklahoma Department of Commerce, Tulsa Regional Chamber or State Chamber of Commerce on behalf of Broken Arrow. The City Manager or his designee must be present in all incentive discussions and meetings.
- c) Ensure Broken Arrow has a strong relationship with the leadership of the headquarters of major employers located in the area to help ensure retention and facilitate expansion opportunities.
- d) Connect existing employers with resources, partners, government agencies and educational opportunities that assist in wealth generation and accelerated growth. Include a general list of resources given and information shared in the Monthly Report to the City.
- e) Advocate for business-friendly legislation at the federal, state, and local levels.
- f) Ensure local businesses have the state and federal resources they need to connect them with incentives, tax credits, and hiring resources.
- g) When requested by the City, the BAEDC will assist the City of Broken Arrow Economic Development Staff with development of existing property, promotion of available business location options, business retention and expansion visits.

III. BUSINESS ATTRACTION

The BAEDC shall pursue an economically responsible recruitment strategy that focuses on companies that offer high paying jobs that have an overall positive impact on the City of Broken Arrow.

- a) Maintain a website with information relevant to business relocation to Broken Arrow for marketing. Develop a brand, including website, printed materials and social media

presence that communicates Broken Arrow's quality of life and economic growth opportunities.

- b) Create marketing pieces to distribute to site selectors and commercial retail brokers and include them in a quarterly report.
- c) Develop relationships with site selectors and commercial retail brokers by attending trade shows and call trips with the Oklahoma Department of Commerce, Tulsa's Future (Tulsa Regional Chamber), and the Oklahoma Governor's Economic Development Marketing Team. BAEDC will provide a report to the City of BA in regard to these meetings and relationships twice a year. The BAEDC will regularly report key items from meetings to the Economic Development Director.
- d) Respond to state, national and international Request for Proposals (RFP) and Requests for Information (RFI) from companies directly seeking to relocate, site consultants and all state and federal agencies. Through the RFP process BAEDC will promote all sites in the city limits of that fit the project and will keep the City of Broken Arrow economic development staff fully informed of all submittals and projects under development via monthly reporting. BAEDC will provide access to all RFP/RFI submissions to the Economic Development Director in the CRM system. When available, the BAEDC will provide the City with any information received regarding why a prospect did not choose a submitted property.
- e) Maintain partnership and memberships that will elevate Broken Arrow on a national and international level providing greater capacity to advocate on the behalf of existing business and aid in recruitment efforts including and not limited to: Oklahoma Department of Commerce, Oklahoma State Chamber, Select Oklahoma, Tulsa's Future (Tulsa Regional Chamber), the International Economic Development Council and NAIOP. BAEDC will serve as the primary point of contact on behalf of the City of Broken Arrow. The BAEDC will regularly report key items from meetings to the Economic Development Director.

IV. INNOVATION / ENTREPRENEURSHIP / SMALL BUSINESS DEVELOPMENT

The BAEDC will strive to promote the health and growth of local entrepreneurs and develop a strong entrepreneurial ecosystem.

- a) Connect entrepreneurs with resources (state and national) as well as develop a toolbox of resources for small businesses and entrepreneurs such as business plan assistance, funding sources and mentoring.
- b) Promote entrepreneurial resource partner events, for start-up and existing companies, to facilitate communication and consultation with seasoned business executives and experts in business development.

- c) Create programs and initiatives that support the creation and maintenance of an entrepreneurial community in Broken Arrow.
- d) Staff will work to identify local, regional, state-wide, and national sources of capital.
- e) Maintain a relationship with the business incubators in the region, so that upon completion, businesses will look to Broken Arrow to establish their businesses.
- f) BAEDC will drive the development phase of Broken Arrow's Arrow Forge, through the entire process of land purchase/plan/program development.

V. WORKFORCE DEVELOPMENT:

Review and revise the Broken Arrow labor market survey, that will help clarify the City's workforce, as well as promote Broken Arrow to future talent.

- a) Implement and create a shared vision, strategic plan and goals of an employer-led, industry sector-focused workforce development model.
- b) Generate local data on workforce availability as well as provide state and national trends.
- c) Develop a national and regional campaign to attract and retain talent to Broken Arrow based on employer needs, approved by the City Administration.
- d) Institute a summer internship program for smaller Broken Arrow employers focused on recruiting and retaining talent that highlights Broken Arrow to the next generation for a place to live and work and grow a family.
- e) Collaborate with the two public school systems to ensure pipeline programs are integrated into Broken Arrow business sectors. Work with K-12 to on the development of new programs to ensure Broken Arrow businesses labor needs are being met.
- f) Manage an HR professionals task force that will ensure business needs are being met and trends are being discovered. Create and facilitate workforce advisory groups for existing companies.
- g) Convene, develop and manage highly collaborative relationships with key stakeholders related to workforce development to promote business competitiveness and individual success in jobs and careers.
- h) Promote career awareness with job seekers and students focusing on the in-demand occupations in Broken Arrow including manufacturing, hospitality, medical, financial services, and IT. Facilitate tours and awareness program aimed pipeline development.

- i) Maintain and provide resource sharing physical and virtual platform providing direction for jobseekers for upskilling and assistance.
- j) Maintain a web-based platform and marketing campaign to promote open positions in Broken Arrow.
- k) Facilitate and maintain Broken Arrow's Workforce Center of Excellence designation as determined in November 2020.

VII. COMPLIANCE

On or before April 30 and October 31 of each year the President and Chair of the BAEDC shall provide a written report on the activities of Corporation's activities including a summary of the accomplishment of its goals to the BAEDA and present the report to BAEDA.

The above report and a presentation will be prepared and presented by the BAEDC at the second City Council meeting in May of each year, articulating the delivery of all deliverables within this agreement.

If, at any time, the BAEDC does not meet delivery or performance schedules of the professional services hereof, the City Manager will provide the BAEDC and its Board of Directors with written notice. Within ten (10) days, the BAEDC and City will meet to discuss the concerns. If concerns remain after the meeting, BAEDC will have thirty (30) days opportunity to cure the deficiencies. A time extension can be granted upon mutual agreement.

SECTION 2: INDEPENDENT CONTRACTOR STATUS OF BAEDC

It is expressly understood that the BAEDC is retained by BAEDA to perform Economic Development services on behalf of BAEDA and that the BAEDC is an independent contractor of BAEDA for the purposes of carrying out its obligations under this Contract. The BAEDC understands and agrees that its performance under this Contract is to serve the general public for the promotion of Economic Development for the City of Broken Arrow, Oklahoma. Both parties agree that this is a fee-for-services contract.

The parties agree that all persons working for the BAEDC under this agreement shall be employees of the BAEDC and shall not be considered employees of the City or BAEDA. This agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between BAEDA and the BAEDC nor any officer, employee, contractor or representative of the BAEDC. No joint employment is created by this Agreement, and each BAEDC employee shall be so advised. The hiring, discharge, supervision and management of all employees of the BAEDC, including, but not limited to the determination

of the numbers and qualifications of employees required to perform the duties of the BAEDC under this agreement, the establishment and administration of wage scales, rates of compensation, provision of benefits including, but not limited to Workers' Compensation and retirement, conditions of employment and job descriptions with respect to all employees shall be the right and obligation of the BAEDC.

SECTION 3: FILING OF TAX DOCUMENTS

The BAEDC shall be responsible for maintaining its designation as a non-profit corporation in accordance with U.S. Internal Revenue Service regulations and guidelines. The BAEDC shall also be responsible for and obligated to prepare and file all returns and documents required under the Federal Insurance Contribution Act and the Federal Unemployment Act, any other federal or state legislation, and of all withholding tax returns required for employees of the BAEDC engaged in this Economic Development Contract. The BAEDC shall be responsible for the payment of all amounts required to be paid under any federal or state legislation and for all applicable taxes.

SECTION 4: RECORDS AND AUDIT

The BAEDC shall be responsible for the maintenance of full books of accounts with correct entries of all expenditures in the administration of this Economic Development Contract, shall ensure that expenses be substantiated by documentary evidence that reflects the actual itemized expenses and the purpose as applicable, and shall be compliant with the recommendations submitted to the Chamber of Commerce. BAEDC will conduct an audit annually by an independent auditor of the financial statements. BAEDC is to provide a copy of the annual audit to the Council upon completion. Books of accounts and related invoices shall be the property of the BAEDC, but shall be open to the inspection of BAEDA upon responsible notice. The parties agree that the BAEDA shall have the right to annually cause an audit by an independent auditor to be made of the records of the BAEDC to the extent that they involve directly or indirectly the expenditure of funds appropriated to the BAEDC by BAEDA pursuant to this agreement. Quarterly, the BAEDC will provide a detailed report of the items the city funding has been spent. A detailed report may also be requested at any time by the City Manager to be provided within five (5) business days of the request.

SECTION 5: PAYMENT AND ACTIVITY REPORTS

On or before the 15th day of each month, the BAEDC shall submit to BAEDA a Monthly Activity Report summarizing services and activities that accurately state the progress made in implementing the terms, conditions and scope of work required by this Contract for the previous month. This Monthly Activity Report shall accompany an invoice requesting payment not to exceed the agreed upon monthly amount as outlined below.

In the first and second years of the contract respectively, July 1, 2024 through June 30, 2025

and July 1, 2025 through June 30, 2026, BAEDC will receive \$425,000 annually, subject to annual appropriations. This calculates to \$35,416.66 per month for the first twenty-four (24) months of the contract.

At the end of the second year, the City Manager will conduct a performance review. Provided that expectations have been met satisfactorily, an increase in the contract amount will be recommended, in an amount not to exceed 10% of the original contract amount for the third and remaining year, beginning July 1, 2026 through June 30, 2027. If an increase is not recommended and approved, the contract amount will remain at \$425,000 (\$35,416.66 monthly) for the last twelve (12) months of the contract, subject to annual appropriations.

Furthermore, it is understood that the BAEDC currently employs five (5) full-time employees including the CEO. Starting August 1, 2024, if the BAEDC employs fewer than five (5) employees continuously for more than forty-five (45) days, a reduction equal to 1/12th of the base salary of each vacant position(s) will be deducted from the payment due. This reduction will commence on the first requested invoice date following the forty-five (45) day vacancy and will continue monthly until the first requested invoice after the position(s) is filled.

SECTION 6: NONDISCRIMINATION

The BAEDC, for themselves and their successors, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, age, sex, handicap, or national origin shall be excluded from participation in, denied the benefit of, this Contract; and (2) that in carrying out the terms and conditions of this Contract, no otherwise qualified person, with or without reasonable accommodation, shall be subjected to discrimination on the grounds of handicap.

SECTION 7: COMPLIANCE WITH LAWS

The BAEDC agrees to conduct its business under the terms of this Contract in such a manner that it does not violate any federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this Contract.

SECTION 8: TERM AND TERMINATION OF CONTRACT

This Contract shall be in full force and effect from July 1, 2024, through June 30, 2027, subject to annual budgetary appropriations by BAEDA. It is the intent of BAEDA that this Contract shall remain in effect for the term specified unless modified by mutual consent of the parties or unavailability of budgetary funding. It shall be a default and cause for termination if the BAEDC fails to keep, observe or perform any material agreements, terms or provisions of this Contract and such default continues for a period of thirty (30) days after written notice by BAEDA to the BAEDC. In the event of default, BAEDA has no further

obligations under the terms of this Contract. This Contract, however, be terminated by either party by thirty (30) days written notice.

SECTION 9: LOBBYIST

If BAEDA should become interested in utilizing the services of the lobbyist employed by the BAEDC, that matter will be negotiated separately from this Agreement. No public funds shall be used to compensate any employee and/or vendor working on a Political Action Committee on behalf of the BA Chamber/BAEDC.

SECTION 10: BIDDING

The BAEDC is encouraged to institute a policy of seeking competitive bids relating to the expenditure of funds whenever possible. It is recognized that bidding is not always possible or practical, but to the extent that the BAEDC finds it advantageous, it is encouraged to seek competitive bids.

SECTION 11: RIGHT TO SUBCONTRACT

It is understood and agreed that the BAEDC may itself perform its obligations and duties relating to economic development or that it may subcontract certain portions of its duties and responsibilities to other parties. However, in the event that certain duties are subcontracted, the BAEDC will remain responsible to BAEDA for the results.

SECTION 12: NOTICES

Whenever a notice is required to be given under the terms of this Contract, such notice shall either be personally delivered or mailed by certified mail, return receipt requested, to the following addresses:

City Manager
City of Broken Arrow
P. O. Box 610
Broken Arrow, Oklahoma 74013-0610

President
Broken Arrow Economic Development
Corporation
210 North Main Street, Suite C
Broken Arrow, Oklahoma 74012

SECTION 13: INTERPRETATION OF LAW

This Contract shall be construed in accordance with the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Contract shall exclusively vest in the District Court of Tulsa County, State of Oklahoma.

SECTION 14: ASSIGNMENT

Neither party shall assign this Contract or any interest herein without the express written consent of the other party.

SECTION 15: CONSTRUCTION

Captions and headings in this Contract are for reference and identification purposes only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties. This Agreement constitutes the entire understanding between the parties, and supersedes all proposals and all other communications with respect to this Contract.

SECTION 16: AMENDMENTS

Amendments to this Contract shall only be made upon the written approval of the parties.

SECTION 17: SEVERABILITY

If any part of this Contract is found to be unenforceable by a court, the balance of this Contract will be unaffected.

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

Debra Wimpie 7/23/2024
CHAIRWOMAN



APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

ATTEST:

Lisa Blackford 7/23/2024
Secretary (Seal)

BROKEN ARROW ECONOMIC DEVELOPMENT CORPORATION

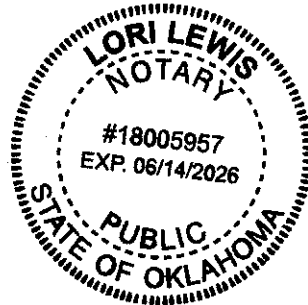
[Signature]
PRESIDENT

State of Oklahoma)
)
County of Tulsa)

Before me this 23 day of July, 2024, personally appeared
Jim Fram, President of the Broken Arrow Economic Development Corporation
and acknowledged to me that they executed this document as their free and voluntary act and
deed for the uses and purposes set forth herein.

Lori Lewis
NOTARY PUBLIC

My commission no. 18005957
My commission expires: 6/14/2026





Economic
Development
Corporation

August 2024 - March 2025 Biannual Report



BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

August 2024 - March 2025 Biannual Report

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Business Retention and Expansion

Summary

- **Major Business Expansion Projects Underway**
 - **Project Lamp** - A company with an existing location in Broken Arrow is planning a significant facility expansion from 40K to 80K sq. ft., creating 50 new jobs and investing \$12 million in capital improvements. EDA was presented to and approved by City Council.
 - **Project Burner** - Staff held multiple meetings with Community Development and Engineering to align on project scope and a long-term master plan. A pre-pre-development meeting was facilitated to ensure the company had all necessary information and support.
- **Ongoing Support for Business Growth and Retention**
 - BRE efforts focused on visiting and engaging local businesses, exploring potential expansions, relocations, or retention strategies.
 - Identified 32K sq. ft. of available office/warehouse space through two existing businesses and continued to support a company deciding between building new or relocating into existing space.
 - **Project Flight** - Continued site search and feasibility conversations, including landowner meetings to assess fit and support business relocation or expansion needs.
- **Leadership and Strategic Roundtable Events**
 - BAEDC hosted two key roundtables:
 - ♣ Manufacturing Innovation & Expansion Roundtable on March 5, in partnership with the Oklahoma Department of Commerce, Oklahoma Finance Authority, and Oklahoma Manufacturing Alliance. The event introduced local businesses to the Oklahoma Innovation & Expansion Program (OIEP).
 - ♣ Heavy Haul Roundtable brought together manufacturers to discuss heavy haul route challenges and infrastructure needs in Oklahoma.
- **Recognition and Collaboration with Key Industry Partners**
 - BAEDC, along with Commerce leaders and elected officials, recognized Paragon Films for their \$300K award through the Business Expansion Incentive Program.
 - Staff attended the PSO Business Rebate Kick-Off, learning about 2025 industrial and commercial rebate opportunities to further assist local businesses in accessing cost-saving programs.
- **BRE Employer Meetings: 44**
- **BRE Drop-ins: 96**

New Business Attraction

Summary

- **Broken Arrow Gains Momentum with Major Projects and Site Development**
 - Broken Arrow was named a finalist for Project Frost, hosting a site visit that included five stakeholder meetings with utility partners, brokers, and city officials.
 - Additional visits included Project Trailer (California company), Project Friends (food manufacturing), and several business prospects seeking office, industrial, or co-working space in Broken Arrow.

- **Strong Performance in OKSITES Ready Program**
 - 4 of 5 submitted sites (Arrow Forge, Creek 51, Robson, and College & County Line) were approved to advance in the OKSITES Ready Program. Out of 108 total sites submitted across Oklahoma, only 15 were selected to move forward.
 - BAEDC hosted site consultants and state officials for on-site tours of Arrow Forge, Robson, and Houston & College sites, involving utility partners, landowners, and city leaders in November 2024 and January 2025
- **Active Developer and Landowner Engagement**
 - Staff met with multiple developers and landowners, including those tied to a 40-acre site at Houston and County Line, discussing plans for the remaining acreage and development timelines.
 - Toured an under-construction 20K SF industrial facility, exploring its potential to house a single tenant or be subdivided.
 - Engaged local developers on additional site development opportunities throughout Broken Arrow.
- **Proactive National Business Recruitment and Marketing**
 - Participated in national marketing trips in Dallas, Chicago, Southern California, and New York City, holding over 20 meetings with site consultants and target industries, including aerospace and defense.
 - Promoted Broken Arrow's assets and available sites, resulting in multiple new leads and consultant engagement on pending projects.
- **New Business Prospects and Expansions**
 - Multiple companies are actively exploring relocation or expansion into Broken Arrow, including:
 - A manufacturing company seeking to expand operations locally.
 - **Project Friends** - A food manufacturer planning to invest \$500K–\$1M and create 15–35 new jobs using space on the Gatesway campus.

Incoming Projects Details

- **Number of Incoming Projects: 51**
- **Number of Projects Responded To: 10**
- **Number of Site Visits: 6**
- **Project Splice** – Existing Broken Arrow Business looking to expand their current footprint with purchase of adjacent acre lot
 - Project Scope
 - ♣ TBD capital investment
 - ♣ 30 jobs
- **Project Boulder**- Submitted Creek 51, lot 5 greenfield and lot 6 build-to-suit.
 - Biologics company that manufactures products for therapeutics use seeking a site in the region to set up their manufacturing facility. Seeking 35,000 sq ft existing warehouse space needed initially with room to expand to 250,000 sq ft. Will consider existing, greenfield, or build-to-suit options.
 - ♣ Project Scope
 - 160 jobs (20-35 phase I; 125-160 at full scale within three years)
 - \$75 million in capital investment

- **Project Sooner** – Submitted commercial sites meeting requirements. Seeking a minimum of 2 acres of greenfield for new commercial office and co-working space.
 - Project Scope
 - ♣ Jobs TBD
 - ♣ \$3 million capital investment
- **Project Trailer** – Submitted Creek 51 Lot A. Seeking 50-100K SF facility or 5 acres minimum to build
 - This US company manufactures cattle feeding equipment and is looking for a facility to house their powder coating and final assembly operations.
 - ♣ Project Scope
 - 50 jobs
 - \$4 million in capital investment for M&E
- **Project Cypress** – Submitted Creek 51 Lot 5A. Seeking an 86,112 SF facility or 2 acres minimum to build
 - This company produces a component for the automotive industry and is looking to establish a manufacturing facility within one hour of the Tulsa, Oklahoma area.
 - ♣ Project Scope
 - 203 jobs
 - \$12,610,000 million in capital investment
- **Project Maero** – Submitted Sweet Gum property
 - Aerospace company looking to expand into the United States. Seeking existing building with a minimum of 10,000 SF.
 - ♣ Project Scope
 - \$8M in capital investment
 - 23 jobs
- **Project Innovation** – Submitted two office properties, N. Maple Ave. and N. Hemlock Cir. sites.
 - North American oil and gas producer seeking a new HQ facility to relocate corporate office from Canada to US with a minimum of 1750 SF of space and parking for 15.
 - ♣ Project Scope
 - TBD capital investment
 - 45 jobs
- **Project Restore** – Submitted two properties, 12,000 SF build-to-suit at Creek 51 and N. Birch sites.
 - OKC auto service company looking to expand in Broken Arrow. Seeking 8,000 – 10,000 SF of existing space with dock doors, 14 ft walls, good egress, and with high visibility.
 - ♣ Project Scope
 - TBD capital investment
 - TBD jobs
- **Project Fuse** – Submitted two properties, 40 acres at College and County Line and 32 acres at College and County Line
 - Company looking to build a film studio to produce live audience style shows seeking 40 to 60 acres in an area close to amenities.
 - ♣ Project Scope
 - TBD capital investment
 - TBD jobs

- **Project Dodge** – Submitted two-acre site on west Kenosha
 - Foundation repair company seeking warehouse/distribution facility in the Tulsa region
 - ♣ Project Scope
 - \$3M capital investment
 - 30 jobs
- **The overwhelming reason for being unable to respond to the remaining projects was:**
 - Lack of available inventory meeting the specific requirements. This includes:
 - ♣ No existing buildings of required square footage
 - ♣ No greenfield/brownfield sites of required acreage
 - ♣ Lack of direct rail or port access
 - ♣ Zoning issues (e.g., heavy industrial, enterprise zones)

Innovation, Entrepreneurship, and Small Business Development

Entrepreneurship Ecosystem Assessment

- **Entrepreneurship Ecosystem Assessment Completed and Presented**
 - The final Entrepreneurship Ecosystem Assessment, conducted by Mo Collins, was delivered and reviewed by BAEDC leadership, with findings presented during the EDC Board Retreat. The assessment included analysis and actionable recommendations for strengthening entrepreneurial support in Broken Arrow, such as convening roundtables and establishing clear pathways for entrepreneurs to access resources.
 - The assessment was presented to the EDC Board during the Board Retreat, followed by facilitated discussions with board members to determine next steps.
- **Strategic Partnerships and Inclusive Support Initiatives Explored**
 - Discussions with TEDC focused on expanding services, funding, and collaborative efforts to support small business growth and innovation in Broken Arrow.
 - Opportunities with Tulsa Tech Broken Arrow are being explored to expand entrepreneurial education, including Spanish-language programming, in response to a need identified through the Hispanic Business Council.

Workforce Development

Summary

- **Major Career Awareness Events Reached Thousands of Students and Job Seekers**
 - Manufacturing Career Day was a major success, engaging 2,954 students across four school sites, with support from 50 volunteers and 22 companies. Post-event surveys showed that 60% of students had not considered STEM or manufacturing careers prior to the event, indicating strong impact.
 - A career fair component featured 32 registered employers and attracted 125+ job seekers.
 - Healthcare Career Day (April 10, 2025) and a Spring Career Fair, both expected to host significant employer and job seeker turnout.
- **Workforce & Talent Pipeline Development in Motion**
 - Launched and completed a Workforce Needs Survey to identify local employer challenges, with results informing the need for stronger community engagement efforts by employers and the development of work-based learning programs (i.e. internships).

- Continued collaboration with Northeastern State University Broken Arrow (NSUBA) to plan an engineering career awareness event, aiming to introduce high school students to mechanical engineering pathways.
- Created a video with Broken Arrow Public Schools to build early career awareness at the middle school level.
- Ongoing development of a VR video project to help students explore local career options through immersive storytelling.
- **Regional Talent Attraction & Out-of-State Recruitment Efforts**
 - Attended the Texas A&M Engineering Career Fair, promoting Broken Arrow opportunities to a younger workforce demographic. This outreach resulted in 70 student follow-ups, with two already applying for internships in the area.
 - Attended Young, Smart, & Local talent attraction conference in Philadelphia to gauge practical best practices for driving growth of young talent for the region. Takeaways from that conference have led to the implementation of success stories of recent talent relocations to Broken Arrow community.
- **Employer Engagement & HR Support Initiatives**
 - Facilitated multiple HR Roundtable events, including sessions on:
 - ♣ Registered Apprenticeships, providing insights on building workforce pipelines.
 - ♣ Mental health in the workplace (in partnership with the Department of Rehabilitation Services), attended by 12 HR and business leaders.
 - Conducted regular Talent Attraction and Workforce Development Committee meetings, aligning employers and education partners on initiatives and event planning.
- **Marketing, Storytelling, and Brand Strategy**
 - Reviewed and refined the BeInBA.com marketing campaign with Golden Shovel, exploring ways to expand reach and engagement in 2025.
 - Began collecting and showcasing "Attraction Success Stories" — testimonials from individuals who relocated to Broken Arrow — to highlight the city's appeal as a career destination (3 candidates currently pending).
 - Launched a new Broken Arrow job board to centralize local job listings and improve community access to employment opportunities.
- **Employer Partner Meetings = 54**
- **Broken Arrow Job Board Year-to-Date Metrics:**
 - **1,465** page visits; **458** clicks on jobs; **6** job alert subscribers
 - **107** application engagements
- **Job Seeker August 2024 – March 2025 Metrics:**
 - Job seeker engagements = **388**
 - **223** application engagements (job board)
 - Job seeker placements = **12**

Arrow Forge

Summary

- **Site Planning and Infrastructure Advancements**
 - The Arrow Forge Committee convened multiple times (August through March) to guide development of district

- The City of Broken Arrow provided ongoing infrastructure updates, including progress on the spine road.
- A site plan was developed by Beck Design, approved by the committee and Council, and featured at the site via an 8x16 ft rendering and distributed postcards for the groundbreaking event.
- **Marketing and Outreach Strategy Development**
 - The committee approved a microsite and began developing a 2025 marketing strategy, including a national tour to meet with site consultants in Dallas, Greenville, Chicago, and Atlanta.
 - Planning is underway for an Arrow Forge tour and relationship inventory as part of broader business attraction efforts.
 - Committee members have developed an Arrow Forge Business Model and a unique value proposition to guide marketing and recruitment strategies.
- **Groundbreaking Event & Community Engagement**
 - A highly successful groundbreaking ceremony was held in collaboration with the City of Broken Arrow, with participation from elected officials, community leaders, and regional partners, officially launching the project.
- **Leadership and Committee Growth**
 - Matt Litterell, Executive Director for Workforce and Economic Development at Tulsa Tech, was appointed as Chair of the Arrow Forge Committee, providing experienced leadership for strategic planning and workforce alignment.
- **Business Development and Anchor Tenant Progress**
 - Staff identified and engaged potential clients, including Project Flight, which has requested to relocate to Arrow Forge as the anchor tenant.
 - A pre-pre-development meeting was held with City officials to discuss zoning, permitting, and project alignment.
 - The client requested to enter into an Economic Development Agreement with the Broken Arrow Economic Development Authority. Staff presented the request during executive session for review and authorization to begin negotiations.

Research Analysis, Strategic Planning, & Advocacy

Summary

- **Key Team Hires Completed**
 - Successfully filled two major positions:
 - ♣ Bradley Sheofee hired as BRE Manager, starting September 16, 2024, after a five-candidate interview process.
 - ♣ Elise Goggin accepted the Marketing and Research Manager role, starting April 1, following interviews with 11 qualified candidates and a final panel review.
- **Strategic Engagement & Advocacy at the State and Regional Level**
 - Leadership actively participated in statewide and regional events, including:
 - Select OK Conference, Tulsa Regional Chamber meetings, and All In for Oklahoma State Economic Development Partner Meeting.
 - Select Oklahoma Day at the Capitol and Oklahoma Manufacturing Alliance Day, advocating for Broken Arrow's economic and manufacturing priorities.

- Meetings with state legislators, business leaders, and economic development partners to align strategies and foster collaboration.
- **Recognition & Marketing Achievements**
 - BelnBA.com talent attraction campaign earned a bronze award, accepted at the IEDC annual conference.
 - Collaborated with the Oklahoma Department of Commerce to produce a promotional video showcasing Broken Arrow’s economic strengths, business recruitment efforts, and statewide partnerships.
- **Regional Collaboration & Community Initiatives**
 - Ongoing collaboration with One Wagoner County, COBA’s TED team, and the Oklahoma Department of Aerospace and Aeronautics to explore project opportunities and infrastructure enhancements.
 - Actively participated in Tulsa’s Future partner meetings, a FAM tour for regional partners, and celebrated milestones like the Sunset Amphitheater groundbreaking.
- **Publications & Planning for 2025**
 - Finalized and published the 2024–2025 Grounds for Development, following feedback and collaboration with the TED team.
 - Engaged in strategic planning through the Select OK marketing committee, shaping 2025 economic development strategies, and exploring road funding grants to enhance industrial site competitiveness.
- **Research Requests:**
 - Business Resources: 7
 - City of Broken Arrow: 5
 - Workforce: 2

2025 ANNUAL PRESENTATION

PRESENTED BY

BROKEN  **ARROW**
ECONOMIC DEVELOPMENT CORPORATION



OUR MISSION

The Broken Arrow Economic Development Corporation strives to create wealth, jobs, and economic growth through the creation, attraction, and retention of business and talent in the community while **facilitating innovation and creativity**. BAEDC is a partnership of and governed by the business community, the municipality and education partners.



JAMES BELL

President & CEO

James.Bell@bachamber.com



AMBER MILLER

Vice President of Economic Development

Amber.Miller@bachamber.com



DE'ANDRE FAHIE

Director of Talent Attraction & Workforce Development

DeAndre.Fahie@bachamber.com



BRADLEY SHEOFEE

Business Retention & Expansion Manager

Bradley.Sheofee@bachamber.com



ELISE GOGGIN

Marketing & Research Manager

Elise.Goggin@bachamber.com

MIDYEAR SNAPSHOT

Business Retention & Expansion

10
OPEN PROJECTS

\$60 MILLION
CAPITAL INVESTMENT

365
JOBS

New Business Attraction*

15
OPEN PROJECTS

\$155.1 MILLION
POTENTIAL CAPITAL INVESTMENT

1,246
POTENTIAL JOBS

Workforce & Talent Attraction

388
JOB SEEKERS ENGAGED

12
DIRECT JOB PLACEMENTS

1,465
BE IN BA PAGE VISITS

2,954
STUDENTS ENGAGED THROUGH
CAREER AWARENESS EFFORTS

Project Responses

16
RESPONSES

7
SITE VISITS

BUSINESS RETENTION & EXPANSION



- **Business Expansion & Retention Highlights**

- **Project Lamp:** Facility expansion of 22K sq. ft indoor & additional 38K sq. ft outdoors.; \$15.5M investment; 29 new jobs; EDA approved by City Council.
- **Project Burner:** 200K sq. ft manufacturing expansion. Collaborative planning underway with Community Development and Engineering for long-term growth.
- **Project Flight:** Negotiations are underway for an EDA that would include 10 acres at Arrow Forge. This relocation and expansion would include a new 40K sq. ft facility and 50 new jobs.

- **Ongoing Business Support**

- Engaged 140+ businesses through BRE meetings and drop-ins.
- Identified 32K sq. ft. of available office/warehouse space to support local growth.

- **Strategic Engagement & Recognition**

- Hosted Manufacturing Innovation and Heavy Haul roundtables with state partners.
- Recognized Paragon Films for \$300K expansion award.
- Attended PSO Business Rebate Kick-Off to explore 2025 cost-saving programs.



NEW BUSINESS ATTRACTION



- **Strong Site Activity & Recognition**

- Broken Arrow named finalist for **Project Frost**; hosted multiple site visits for prospects including **Projects Trailer** and **Project Friends**.
- **4 of 5 sites** advanced in **OKSITES Ready Program** (top 15 of 108 statewide).
- Hosted site consultants, utility partners, and state officials for tours of priority sites.

- **Active Engagement & Marketing**

- Ongoing collaboration with developers, landowners, and city leaders.
- Participated in national recruitment trips (Dallas, Chicago, SoCal, NYC), promoting Broken Arrow as a prime location for business investment.

- **High-Value Project Pipeline**

- **51 incoming projects | 16 proposals submitted | 7 site visits completed.**
- Examples:
 - **Project Boulder:** \$75M biotech investment, up to **160 jobs**.
 - **Project Cypress:** \$12.6M auto component facility, **203 jobs**.
 - **Project Maero:** \$8M aerospace expansion, **23 jobs**.

WORKFORCE & TALENT DEVELOPMENT



- **Major Career Awareness Events**

- **Manufacturing Career Day:** Reached **2,954 students** with 22 companies and 50 volunteers; 60% of students newly exposed to STEM/manufacturing.
- Career fair drew **32 employers** and **125+ job seekers**.
- Upcoming: **Healthcare Career Day** and **Spring Career Fair** (both hosted in April).



- **Talent Pipeline Initiatives**

- Completed **Workforce Needs Survey** to guide community engagement and internship development.
- Collaborating with **NSU Broken Arrow** on engineering pathway events.
- Produced career awareness video for middle schoolers and launching **VR storytelling project**.

- **Talent Attraction & Employer Support**

- Promoted local jobs at **Texas A&M Engineering Fair** (70 follow-ups, 2 internship applicants).
- Participated in **Young, Smart & Local** conference to boost young talent recruitment.
- Hosted **HR Roundtables** on apprenticeships and workplace mental health.
- Ongoing coordination through **Workforce Development Committee**.



BE IN BA WEBSITE

- **Campaign & Brand Development**

- Refined **BeInBA.com** campaign with Golden Shovel to boost engagement in 2025.
- Showcasing **relocation success stories** to highlight Broken Arrow as a top career destination.

- **New Job Board Launch**

- Centralized platform for local job listings and employer visibility.
- **Job Board Metrics (YTD):**
 - 1,465 page visits | 458 job clicks | 107 application engagements | 6 job alert subscribers

- **Job Seeker Impact (Aug 2024-Mar 2025)**

- **388 total engagements | 223 job board applications | 12 confirmed placements**
- Conducted **54 employer partner meetings** to align on hiring and visibility goals.

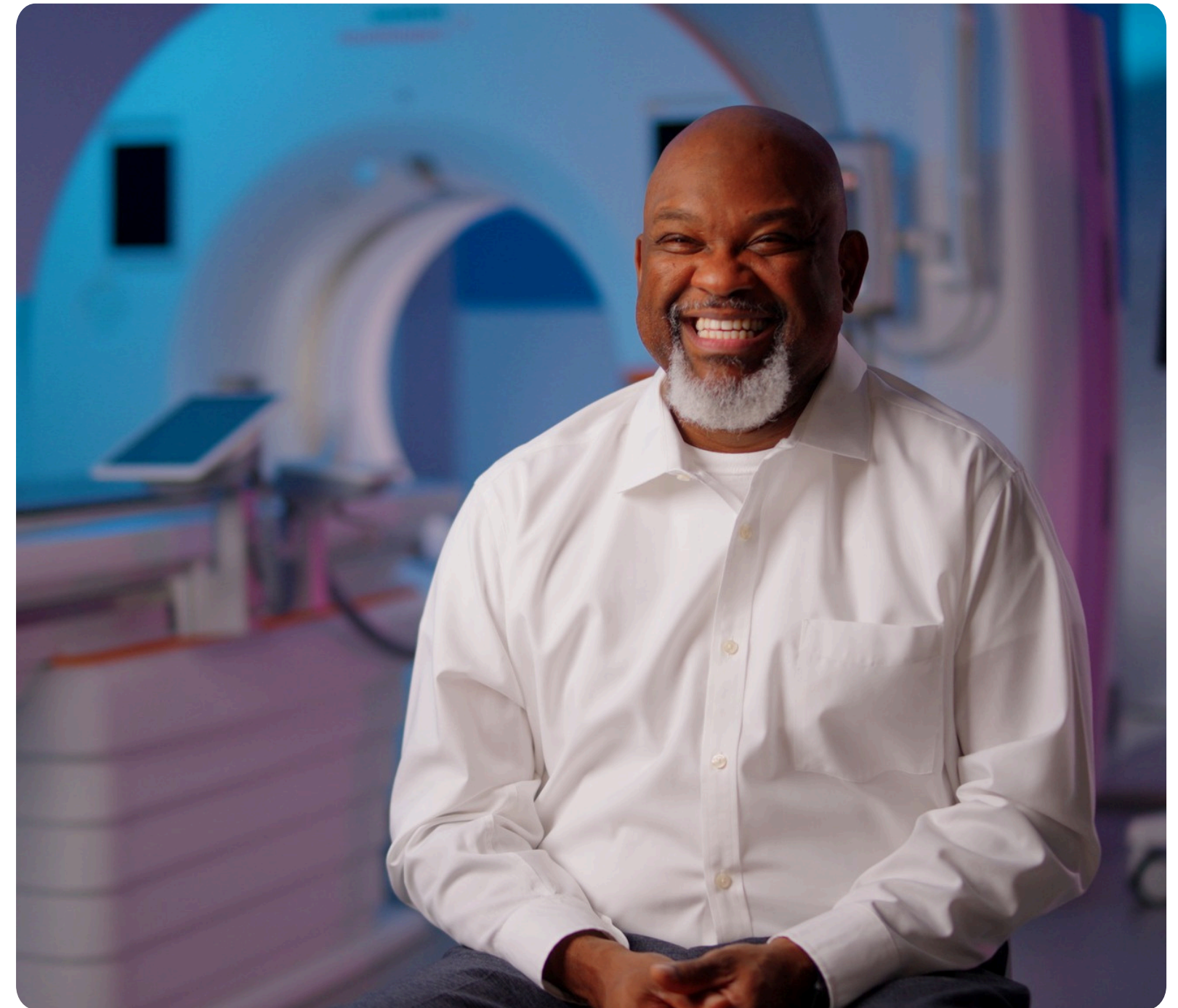
Higher Traffic - Cities (globally)

	City	Total users ▼
1.	Los Angeles	392
2.	Chicago	336
3.	Houston	291
4.	Dallas	228
5.	Oklahoma City	150
6.	Kansas City	90
7.	Fort Worth	79
8.	Broken Arrow	69
9.	St. Louis	59
10.	Loveland	55

ENTREPRENEURSHIP



- **Ecosystem Assessment Completed**
 - Conducted by International Economic Development Council (IEDC); presented at EDC Board Retreat.
 - Included analysis and actionable strategies to enhance support for entrepreneurs in Broken Arrow.
 - Recommendations: roundtables, clearer resource pathways, and improved coordination.
- **Strategic Collaboration & Inclusion Efforts**
 - Partnering with **TEDC** to expand small business funding and innovation support.
 - Exploring entrepreneurship education with **Tulsa Tech**, including **Spanish-language programming** based on Hispanic Business Council input.
- **Applied & Accepted For 1MC Chapter in Broken Arrow**





ARROW FORGE

- **Site Planning & Infrastructure**
 - Committee met regularly (Aug-Mar) to guide development.
 - **City provided infrastructure updates;** Beck Design site plan approved and showcased on-site with rendering and postcards.
- **Marketing & Strategy**
 - Developed **business model** and **unique value proposition** for recruitment
- **Community & Stakeholder Engagement**
 - **Groundbreaking ceremony** held with strong participation from local and regional leaders.
 - **Matt Litterell (Tulsa Tech)** appointed Committee Chair to align planning with workforce development.
- **Business Development Progress**
 - Engaged prospects, including **Project Flight** as potential anchor tenant.
 - Held pre-pre-development meeting with prospect and they've requested to begin process of an economic development agreement.

RESEARCH, ADMINISTRATION, & ADVOCACY

- **State & Regional Advocacy**

- Represented Broken Arrow at **Select OK, Tulsa Chamber meetings**, and **All In for Oklahoma**.
- Participated in **Select OK Day at the Capitol** and **Oklahoma Manufacturing Alliance Day at the Capitol** to advocate local priorities.
- Engaged with legislators and economic partners to align strategies.

- **Marketing & Recognition**

- **BeInBA.com** earned **IEDC Bronze Award** for talent attraction.
- Co-produced promotional video with Oklahoma Department of Commerce to highlight Broken Arrow's strengths.

- **Regional & State Collaboration**

- Continued work with **One Wagoner County, COBA**, and **Oklahoma Department of Commerce**.
- Participated in **Tulsa's Future FAM tour** and celebrated **Sunset Amphitheater groundbreaking**.

- **Planning & Publications**

- Published **2024-2025 Grounds for Development** after team collaboration.
- Contributed to **Select OK marketing committee** and explored infrastructure grants to improve site readiness.



14

RESEARCH REQUESTS



76%

BUSINESS
RESOURCES



16%

CITY OF
BROKEN
ARROW



8%

WORKFORCE



Thank You



City of Broken Arrow

Request for Action

File #: 25-721, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 05/20/2025**

Title:

Consideration, discussion and possible approval of Resolution No. 1656, a Resolution of the Broken Arrow Economic Development Authority (the “Authority”) accepting the responsibilities as designated to the Authority by the City of Broken Arrow, Oklahoma (the “City”) pursuant to the Hackberry Market Economic Development Project Plan adopted by the City; authorizing the General Manager, or designee, to proceed with the development of the financing plan in connection with increment District No. 6, City of Broken Arrow, including preparation of a preliminary official statement; designating an underwriter and a trustee bank in connection with the proposed issuance of the Authority’s Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project); approving, ratifying and affirming professional services agreements related to bond and financing professionals; and containing other provisions relating thereto

Background:

The city has adopted and approved the Hackberry Market Economic Development project plan by Ordinance 3875 on May 6, 2025 and has created Increment District #6. The Authority has under consideration the issuance of its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) in one or more series (collectively, the “Series 2025 Bonds”), for the purpose of (i) financing and/or reimbursing certain Project Costs authorized under the Project Plan, including specifically certain site development costs as described in the Project Plan (collectively, the “Project”); (ii) funding a reasonably required reserve fund; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with the issuance of the Series 2025 Bonds.

Cost: TBD

Funding Source: Loan Proceeds

Requested By: Cynthia S, Arnold, Finance Director

Approved By: City Manager Office

Attachments: Resolution 1656, Municipal Finance Service Global Agreement, KutakRock Engagement Letter, and Public Finance Law Group Engagement Letter

Recommendation:

Approve resolution #1656 and authorize its execution.

June 5, 2024

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the City of Broken Arrow, Oklahoma, and its public trusts, including the Broken Arrow Municipal Authority and the Broken Arrow Economic Development Authority (collectively, the "Client"). THIS AGREEMENT supersedes all existing agreements between MFSOK and the Client.

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds, revenue bonds, bank notes, lease financings, and loans from the Oklahoma Water Resources Board or other state or federal agencies during the term of the Agreement (the "Issues"). The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Estimate of Needs review or preparation.
3. Debt capacity analysis.
4. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows:

1. For a bank loan or lease financing, 1.00% of par amount for the first \$4 million for each series of notes issued, and 0.75% of any amount over \$4 million, with a minimum fee of \$25,000.00.
2. For a loan through the Oklahoma Water Resources Board, including the Clean Water State Revolving Fund (CWSRF), the Drinking Water State Revolving Fund (DWSRF), or the Financial Assistance Program (FAP), \$35,000, plus 0.50% of the original gross proceeds of the loan over \$7 million up to and including \$10 million, and 0.25% of any amount over \$10 million.
3. For revenue bonds, 1.00% of par amount for the first \$4 million for each series of bonds issued, and 0.75% of any amount over \$4 million, with a minimum fee of \$25,000.00.
4. For general obligation bonds, 0.50 of 1.00% (\$5.00 per \$1,000) of par amount, with minimum fee of \$25,000.00, and a maximum fee of \$40,000.00.

B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.

C. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,000.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

- D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.
- E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
 - 1. Utility rate analysis.
 - 2. Estimate of Needs review or preparation.
 - 3. Debt capacity analysis.
 - 4. Cash defeasance or redemption services.

III. Term and Termination

- A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2025.
- B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

City of Broken Arrow
Attn: Mayor
P.O. Box 610
Broken Arrow, OK 74013-0610

June 5, 2024

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Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 12, 2024, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: Jon Wolff
Jon Wolff, President

Danny Littlefield

CITY OF BROKEN ARROW

By: Debra Wimpsee
Mayor

BROKEN ARROW MUNICIPAL AUTHORITY

By: Debra Wimpsee
Chairman

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

By: Debra Wimpsee
Chairman

AGREEMENT FOR BOND COUNSEL SERVICES

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY TAX APPORTIONMENT BONDS, TAXABLE SERIES 2025 (HACKBERRY MARKET INCREMENT DISTRICT PROJECT)

THIS AGREEMENT is entered into as of May 20, 2025, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (the “Issuer”), a public trust with the City of Broken Arrow, Oklahoma (the “City”) as its beneficiary, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing of certain Project Costs associated with the proposed Increment District No. 6, City of Broken Arrow (the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) in the approximate principal amount of \$27,525,000 (the “Bonds”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the City Manager, City Attorney, Issuer’s Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the “Financing Documents”).

- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Bonds, if any.
- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Bonds and coordination of the Bond closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of obligations and, with respect to tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Trevor Dennis, Esq., City Attorney (“Issuer’s Counsel”) for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer’s Counsel to the extent requested by Issuer or Issuer’s Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an “Independent Registered Municipal Advisor” or “IRMA”). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any official statement and/or any continuing disclosure undertakings applicable to the Bonds (if any), including but not limited to the accuracy, completeness or sufficiency of the official statement, continuing disclosure undertaking, or other offering material relating to the Bonds. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds, Bond proceeds or the Project after issuance of the Bonds.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Bonds equal to one percent (1.0%) of the first \$4 million gross proceeds of the Bonds, plus three-quarters of one percent (0.75%) of the remaining gross proceeds of the Bonds.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Bonds shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and shall be entirely contingent upon issuance of the Bonds.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or

reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, PFLG will act as special counsel to Issuer with respect to issuance of the Bonds; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Bonds and the Financing Documents, and the tax status of interest on the Bonds, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if not the Issuer). Issuer

shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 North Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III or Nathan D. Ellis

ISSUER:

Broken Arrow Economic Development Authority
220 S. First St.
Broken Arrow, OK 74012
Attention: Chairperson

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Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis, Esq.

**BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Title: Chairperson
Date: May 20, 2025

May 14, 2025

Broken Arrow Economic Development Authority
P.O. Box 610
Broken Arrow, Oklahoma 74013

**BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
TAX APPORTIONMENT BONDS, TAXABLE SERIES 2025
(HACKBERRY MARKET INCREMENT DISTRICT PROJECT)**

Ladies and Gentlemen:

On behalf of Kutak Rock LLP (“**Kutak Rock**”), thank you for the opportunity to serve as special disclosure counsel to the Broken Arrow Economic Development Authority (the “**Issuer**”) with respect to the above-captioned bonds (the “**Bonds**”). Pursuant to your request, this letter sets forth our understanding as to the limited scope of our representation of the Issuer and the fees and expenses to be charged to the Issuer for our legal work.

In connection with the issuance and delivery of the Bonds, Kutak Rock will assist in the (a) legal review of the preliminary official statement and the final official statement or any other offering document relating to the Bonds (collectively referred to hereafter as the “**Offering Document**”); and (b) preparation of the continuing disclosure undertaking. Kutak Rock will review and comment on the operative bond documents, authorizations, certificates, and other documents included in the official transcript relating to the Bonds. Kutak Rock will coordinate with the Issuer and its municipal advisor in preparing and will assist the Issuer in reviewing the information presented in the Offering Document (excluding any financial statements, forecasts, market analyses, information regarding the Depository Trust Company, schedules, assumptions and other financial, statistical, demographic and economic data contained therein, whether historical or forward-looking). Kutak Rock will advise the Issuer as to certain federal securities laws matters, including the rules of the Municipal Securities Rulemaking Board and the application of Securities and Exchange Commission Rule 15c2-12 (the “**Rule**”). Kutak Rock will perform such due diligence inquiries and investigations, as we deem necessary to issue a 10b-5 opinion for the Bond financing to the Issuer. Due diligence may include making requests for information, participation in conferences with officials or representatives of the Issuer with respect to the payment of debt service on the Bonds and the review of documents, certificates and opinions. Subject to the completion of proceedings to our satisfaction, Kutak Rock will deliver to the Issuer

KUTAKROCK

an opinion reciting our assistance with the preparation and review of the Offering Document and addressing (i) federal securities law “10b-5” matters in a customary form with appropriate exclusions, and (ii) the correctness of the undertaking entered into by the Issuer as required by the Rule, all in accordance with Kutak Rock guidelines. We will not deliver an opinion, and will rely on the opinion of bond counsel, with respect to the validity and the due execution, delivery and authentication of the Bonds issued and with respect to any exclusion from State of Oklahoma and federal income taxes of the interest on the Bonds.

We will also consult with the Issuer about its policies and procedures relating to its approach to primary and secondary market disclosure.

The Issuer shall pay Kutak Rock after the issuance of the Bonds, upon presentment of a statement for fees and expenses by Kutak Rock to the Issuer. The total fees and expenses for Kutak Rock will be \$25,000. The Issuer will pay such fees and expenses of Kutak Rock from the proceeds of the Bonds. Payment of our fees related to this matter shall be contingent on the issuance of the Bonds.

Our services are limited as set forth herein and would not include representation in any legal action challenging the validity of the transaction contemplated by this letter or the provision of any bond counsel or tax counsel services. If we are required or requested to perform any additional or extraordinary services not contemplated in this letter (e.g., delivery of extraordinary legal opinions, etc.), we would propose to request additional compensation for such additional services performed, the amount of which would be subject to your approval and the approval of the Issuer. No such additional compensation would be payable unless specifically authorized by you in writing.

If the fee arrangement set forth above is satisfactory to you, please execute the enclosed copy of this letter and return it to me for our files. Please do not hesitate to contact me with any questions you may have.

Very truly yours,



Justin Reppe

Enclosure

Approved as of the date first written above:

By: _____

Name: _____

Title: _____

RESOLUTION NO. 1656

A RESOLUTION OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (THE “AUTHORITY”) ACCEPTING THE RESPONSIBILITIES AS DESIGNATED TO THE AUTHORITY BY THE CITY OF BROKEN ARROW, OKLAHOMA (THE “CITY”) PURSUANT TO THE HACKBERRY MARKET ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; AUTHORIZING THE GENERAL MANAGER, OR DESIGNEE, TO PROCEED WITH THE DEVELOPMENT OF THE FINANCING PLAN IN CONNECTION WITH INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW, INCLUDING PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; DESIGNATING AN UNDERWRITER AND A TRUSTEE BANK IN CONNECTION WITH THE PROPOSED ISSUANCE OF THE AUTHORITY’S TAX APPORTIONMENT BONDS, TAXABLE SERIES 2025 (HACKBERRY MARKET INCREMENT DISTRICT PROJECT); APPROVING, RATIFYING AND AFFIRMING PROFESSIONAL SERVICES AGREEMENTS RELATED TO BOND AND FINANCING PROFESSIONALS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Broken Arrow Economic Development Authority (the “Authority”) has been created by a Trust Indenture dated November 19, 1973, as supplemented and amended by an Amendment to Trust Indenture dated March 11, 1982, as supplemented and amended by a Second Amendment to Trust Indenture dated August 4, 1983, and as further supplemented and amended by a Third Amendment to Trust Indenture dated March 18, 2014, for the use and benefit of the City of Broken Arrow, Oklahoma (the “City”), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented (the “Act”), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Hackberry Market Economic Development Project Plan (the “Project Plan”) by Ordinance No. 3875 on May 6, 2025 (the “TIF Ordinance”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2021, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the TIF Ordinance, and as commenced pursuant to Resolution No. 1654 adopted and approved by the City on May 6, 2025, has created Increment District No. 6, City of Broken Arrow (the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Authority has under consideration the issuance of its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) in one or more series (collectively, the “Series 2025 Bonds”), for the purpose of (i) financing and/or reimbursing certain Project Costs authorized under the Project Plan, including specifically certain site development costs as described in the Project Plan (collectively, the “Project”); (ii) funding a reasonably required reserve fund; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with the issuance of the Series 2025 Bonds; and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization to proceed with the development of the financing plan for the issuance of the Series 2025 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY:

1. **ACCEPTANCE OF RESPONSIBILITIES.** The Authority hereby accepts its responsibilities and authority to implement the Project Plan as set forth in the TIF Ordinance.
2. **PREPARATION OF FINANCING PLAN DOCUMENTATION.** The General Manager, or designee, is authorized to begin preparation of a preliminary official statement and supporting documentation for the purpose of effecting the issuance of the Series 2025 Bonds.
3. **DESIGNATION OF UNDERWRITER AND TRUSTEE BANK.** The Authority hereby designates D.A. Davidson & Co., to serve as Underwriter for the Series 2025 Bonds. The Authority hereby designates BancFirst, Oklahoma City, Oklahoma, to serve as Trustee Bank for the Series 2025 Bonds.
4. **PROFESSIONAL SERVICES.** The General Manager, or designee, is hereby authorized to approve, ratify, and affirm the agreements with (i) Municipal Finance Services, Inc., as Financial Advisor, (ii) The Public Finance Law Group PLLC, as Bond Counsel, and (iii) Kutak Rock LLP, as Disclosure Counsel, and further approve a scope of services agreement with financing professionals to the extent deemed appropriate.
5. **OTHER MATTERS.** The Chairman or Vice Chairman of the Authority, the Secretary or Assistant Secretary of the Authority, the General Manager, or designee, and the City Attorney's Office are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 20TH DAY OF MAY, 2025.

BROKEN ARROW ECONOMIC
DEVELOPMENT AUTHORITY

Chairperson

ATTEST:

(SEAL) City Clerk

APPROVED:

City Attorney

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Broken Arrow Economic Development Authority.

I further certify that the Trustees of the Broken Arrow Economic Development Authority held a Regular Meeting at 6:30 o'clock p.m., on May 20, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 20TH DAY OF MAY, 2025.

BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

Secretary of Authority

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY AND THE
BROKEN ARROW ECONOMIC DEVELOPMENT CORPORATION**

This Contract is made and entered into this 15th day of July 2024, by and between the Broken Arrow Economic Development Corporation, an Oklahoma non-profit corporation, hereinafter referred to as "BAEDC," and the Broken Arrow Economic Development Authority, hereinafter referred to as "BAEDA" a public trust, whose sole beneficiary is the City of Broken Arrow.

WHEREAS, BAEDA has adopted an economic development strategy for the City of Broken Arrow; and

WHEREAS, this strategy specifically outlines activities and efforts needed to encourage and facilitate economic development in the community by attracting new retail sales businesses, commercial businesses and industries to the Broken Arrow area, and by promoting the economic health and expansion of existing retail sales businesses, commercial businesses and industries within Broken Arrow and diversifying the City's economy; and

WHEREAS, BAEDA is an Oklahoma public trust, the sole beneficiary of which is the City of Broken Arrow (the "City" which term, when used in such context, shall also mean and refer to the area within the territorial limits of the City); and

WHEREAS, BAEDA was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982, August 4, 1983, and March 18, 2014 (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 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 the 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 acquiring 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 BAEDA and the City; and BAEDA has determined that its undertakings and the performance of its obligations under this Agreement are authorizing and proper functions of the BAEDA's Trust Indenture; and

WHEREAS, a declared goal of BAEDA 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, BAEDA recognizes that the BAEDC's fulfillment of the provisions of this Contract will have additional and indirect economic benefits within and near the City, in Tulsa and Wagoner Counties and in the State through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, and predicated and/or providing training and employment opportunities in services, sales and management skills; and

WHEREAS, the Oklahoma Supreme Court has held that Economic Development is a legitimate public purpose for which public funds may be expended and that economic development in the City will allow the City to expand the type and scope of its services, including enhanced public improvements, police protection, fire protection and recreational facilities; and

WHEREAS, BAEDA desires, through the Contract with the BAEDC, to increase the revenue of the community of Broken Arrow and of its inhabitants and to provide employment for the inhabitants of the community of Broken Arrow; and

WHEREAS, it is in the best interest of the City for the BAEDC to continue certain programs and services including expansion and creation of programs and incentives supporting expansion and retention of existing industries; and

WHEREAS, as established by the monthly reports of the BAEDC, the marketing efforts of the BAEDC have resulted in significant interest from developers both within and outside of the state, as well as the expansion and retention of existing businesses and jobs; and

WHEREAS, services to be performed are contractual services of a professional nature for valid consideration.

WHEREAS, both the City and the BAEDA deem it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of economic development activities and the program contained in this Contract 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 set forth and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

SECTION 1: PARAMETERS OF CONTRACT AND RESPONSIBILITIES OF THE BAEDC

It is expressly understood that the remuneration paid by BAEDA to the BAEDC shall be

compensation for specific professional services rendered pursuant to the terms of this Contract. No BAEDA funds shall be used for any other purpose. The BAEDC shall perform certain Economic Development services for the benefit of the BAEDA and the City of Broken Arrow and shall strive toward the fulfillment of the Economic goals and objectives it has adopted. As a result, it is understood that the BAEDA is not providing the full amount of funding necessary to fulfill all the services outlined in this contract. The BAEDC will be required to seek private investments to fully fund all the services outlined. Should the BAEDC not be able to obtain the additional funding necessary it is understood that BAEDC will not be able to meet all of the services outlined in Section V: Workforce Development. Specifically, the BAEDC shall perform the following:

I. RESEARCH ANALYSIS/STRATEGIC PLANNING/ECONOMIC OUTLOOK

The BAEDC shall continually monitor trends within the economy, as well as external economic trends. Through these efforts BAEDC will:

- a) Review and revise the economic strategic plan, including target industries for recruitment.
- b) Review and revise the Broken Arrow labor survey, that will help clarify the City's workforce, as well as promote it to others.
- c) Provide property searches, relevant data analysis and research material to City in efforts of retail recruitment to the City by the first day of each month.
- d) Create and maintain a print and electronic inventory of available commercial buildings and properties for retail, industrial and office prospects. Grounds for Development marketing brochure to be updated and delivered to the city by January 2nd of each year.
- e) Professional staff will attend conferences as well as other industry groups to keep Broken Arrow apprised of national and global trends.
- f) Create and maintain a website that promotes the community and provides the relevant data for business recruitment.
- g) Facilitate industry roundtables pertaining to housing, retail/commercial, manufacturing, and other topics quarterly to ensure the City and BAEDC are abreast of the needs, opportunities, and challenges of our businesses.
- h) Facilitate discussions around housing development to ensure the Broken Arrow market has offerings in every economic sector to further develop a stronger workforce pipeline.

II. BUSINESS RETENTION & EXPANSION

There are more than 300 manufacturers currently located within the City resulting in the third largest concentration of manufacturers in the state, behind Oklahoma City and Tulsa. In order to retain and grow these and our other City employers, the BAEDC shall execute the following and report on such actions to the Economic Development Director:

- a) Conduct business retention visits, compile data resulting from visits, log all relevant data, and report monthly trends with recommendations as to programs or policies to assist in business support in coordination with the City of Broken Arrow staff by utilizing a shared CRM system. Goal of reaching at least 25% unique primary employer meetings each year.
- b) BAEDC will act as point of contact for the generation of state incentive analysis, economic impact analysis as well as labor market data request made to any state or regional agency including the Oklahoma Department of Commerce, Tulsa Regional Chamber or State Chamber of Commerce on behalf of Broken Arrow. The City Manager or his designee must be present in all incentive discussions and meetings.
- c) Ensure Broken Arrow has a strong relationship with the leadership of the headquarters of major employers located in the area to help ensure retention and facilitate expansion opportunities.
- d) Connect existing employers with resources, partners, government agencies and educational opportunities that assist in wealth generation and accelerated growth. Include a general list of resources given and information shared in the Monthly Report to the City.
- e) Advocate for business-friendly legislation at the federal, state, and local levels.
- f) Ensure local businesses have the state and federal resources they need to connect them with incentives, tax credits, and hiring resources.
- g) When requested by the City, the BAEDC will assist the City of Broken Arrow Economic Development Staff with development of existing property, promotion of available business location options, business retention and expansion visits.

III. BUSINESS ATTRACTION

The BAEDC shall pursue an economically responsible recruitment strategy that focuses on companies that offer high paying jobs that have an overall positive impact on the City of Broken Arrow.

- a) Maintain a website with information relevant to business relocation to Broken Arrow for marketing. Develop a brand, including website, printed materials and social media

presence that communicates Broken Arrow's quality of life and economic growth opportunities.

- b) Create marketing pieces to distribute to site selectors and commercial retail brokers and include them in a quarterly report.
- c) Develop relationships with site selectors and commercial retail brokers by attending trade shows and call trips with the Oklahoma Department of Commerce, Tulsa's Future (Tulsa Regional Chamber), and the Oklahoma Governor's Economic Development Marketing Team. BAEDC will provide a report to the City of BA in regard to these meetings and relationships twice a year. The BAEDC will regularly report key items from meetings to the Economic Development Director.
- d) Respond to state, national and international Request for Proposals (RFP) and Requests for Information (RFI) from companies directly seeking to relocate, site consultants and all state and federal agencies. Through the RFP process BAEDC will promote all sites in the city limits of that fit the project and will keep the City of Broken Arrow economic development staff fully informed of all submittals and projects under development via monthly reporting. BAEDC will provide access to all RFP/RFI submissions to the Economic Development Director in the CRM system. When available, the BAEDC will provide the City with any information received regarding why a prospect did not choose a submitted property.
- e) Maintain partnership and memberships that will elevate Broken Arrow on a national and international level providing greater capacity to advocate on the behalf of existing business and aid in recruitment efforts including and not limited to: Oklahoma Department of Commerce, Oklahoma State Chamber, Select Oklahoma, Tulsa's Future (Tulsa Regional Chamber), the International Economic Development Council and NAIOP. BAEDC will serve as the primary point of contact on behalf of the City of Broken Arrow. The BAEDC will regularly report key items from meetings to the Economic Development Director.

IV. INNOVATION / ENTREPRENEURSHIP / SMALL BUSINESS DEVELOPMENT

The BAEDC will strive to promote the health and growth of local entrepreneurs and develop a strong entrepreneurial ecosystem.

- a) Connect entrepreneurs with resources (state and national) as well as develop a toolbox of resources for small businesses and entrepreneurs such as business plan assistance, funding sources and mentoring.
- b) Promote entrepreneurial resource partner events, for start-up and existing companies, to facilitate communication and consultation with seasoned business executives and experts in business development.

- c) Create programs and initiatives that support the creation and maintenance of an entrepreneurial community in Broken Arrow.
- d) Staff will work to identify local, regional, state-wide, and national sources of capital.
- e) Maintain a relationship with the business incubators in the region, so that upon completion, businesses will look to Broken Arrow to establish their businesses.
- f) BAEDC will drive the development phase of Broken Arrow's Arrow Forge, through the entire process of land purchase/plan/program development.

V. WORKFORCE DEVELOPMENT:

Review and revise the Broken Arrow labor market survey, that will help clarify the City's workforce, as well as promote Broken Arrow to future talent.

- a) Implement and create a shared vision, strategic plan and goals of an employer-led, industry sector-focused workforce development model.
- b) Generate local data on workforce availability as well as provide state and national trends.
- c) Develop a national and regional campaign to attract and retain talent to Broken Arrow based on employer needs, approved by the City Administration.
- d) Institute a summer internship program for smaller Broken Arrow employers focused on recruiting and retaining talent that highlights Broken Arrow to the next generation for a place to live and work and grow a family.
- e) Collaborate with the two public school systems to ensure pipeline programs are integrated into Broken Arrow business sectors. Work with K-12 to on the development of new programs to ensure Broken Arrow businesses labor needs are being met.
- f) Manage an HR professionals task force that will ensure business needs are being met and trends are being discovered. Create and facilitate workforce advisory groups for existing companies.
- g) Convene, develop and manage highly collaborative relationships with key stakeholders related to workforce development to promote business competitiveness and individual success in jobs and careers.
- h) Promote career awareness with job seekers and students focusing on the in-demand occupations in Broken Arrow including manufacturing, hospitality, medical, financial services, and IT. Facilitate tours and awareness program aimed pipeline development.

- i) Maintain and provide resource sharing physical and virtual platform providing direction for jobseekers for upskilling and assistance.
- j) Maintain a web-based platform and marketing campaign to promote open positions in Broken Arrow.
- k) Facilitate and maintain Broken Arrow's Workforce Center of Excellence designation as determined in November 2020.

VII. COMPLIANCE

On or before April 30 and October 31 of each year the President and Chair of the BAEDC shall provide a written report on the activities of Corporation's activities including a summary of the accomplishment of its goals to the BAEDA and present the report to BAEDA.

The above report and a presentation will be prepared and presented by the BAEDC at the second City Council meeting in May of each year, articulating the delivery of all deliverables within this agreement.

If, at any time, the BAEDC does not meet delivery or performance schedules of the professional services hereof, the City Manager will provide the BAEDC and its Board of Directors with written notice. Within ten (10) days, the BAEDC and City will meet to discuss the concerns. If concerns remain after the meeting, BAEDC will have thirty (30) days opportunity to cure the deficiencies. A time extension can be granted upon mutual agreement.

SECTION 2: INDEPENDENT CONTRACTOR STATUS OF BAEDC

It is expressly understood that the BAEDC is retained by BAEDA to perform Economic Development services on behalf of BAEDA and that the BAEDC is an independent contractor of BAEDA for the purposes of carrying out its obligations under this Contract. The BAEDC understands and agrees that its performance under this Contract is to serve the general public for the promotion of Economic Development for the City of Broken Arrow, Oklahoma. Both parties agree that this is a fee-for-services contract.

The parties agree that all persons working for the BAEDC under this agreement shall be employees of the BAEDC and shall not be considered employees of the City or BAEDA. This agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between BAEDA and the BAEDC nor any officer, employee, contractor or representative of the BAEDC. No joint employment is created by this Agreement, and each BAEDC employee shall be so advised. The hiring, discharge, supervision and management of all employees of the BAEDC, including, but not limited to the determination

of the numbers and qualifications of employees required to perform the duties of the BAEDC under this agreement, the establishment and administration of wage scales, rates of compensation, provision of benefits including, but not limited to Workers' Compensation and retirement, conditions of employment and job descriptions with respect to all employees shall be the right and obligation of the BAEDC.

SECTION 3: FILING OF TAX DOCUMENTS

The BAEDC shall be responsible for maintaining its designation as a non-profit corporation in accordance with U.S. Internal Revenue Service regulations and guidelines. The BAEDC shall also be responsible for and obligated to prepare and file all returns and documents required under the Federal Insurance Contribution Act and the Federal Unemployment Act, any other federal or state legislation, and of all withholding tax returns required for employees of the BAEDC engaged in this Economic Development Contract. The BAEDC shall be responsible for the payment of all amounts required to be paid under any federal or state legislation and for all applicable taxes.

SECTION 4: RECORDS AND AUDIT

The BAEDC shall be responsible for the maintenance of full books of accounts with correct entries of all expenditures in the administration of this Economic Development Contract, shall ensure that expenses be substantiated by documentary evidence that reflects the actual itemized expenses and the purpose as applicable, and shall be compliant with the recommendations submitted to the Chamber of Commerce. BAEDC will conduct an audit annually by an independent auditor of the financial statements. BAEDC is to provide a copy of the annual audit to the Council upon completion. Books of accounts and related invoices shall be the property of the BAEDC, but shall be open to the inspection of BAEDA upon responsible notice. The parties agree that the BAEDA shall have the right to annually cause an audit by an independent auditor to be made of the records of the BAEDC to the extent that they involve directly or indirectly the expenditure of funds appropriated to the BAEDC by BAEDA pursuant to this agreement. Quarterly, the BAEDC will provide a detailed report of the items the city funding has been spent. A detailed report may also be requested at any time by the City Manager to be provided within five (5) business days of the request.

SECTION 5: PAYMENT AND ACTIVITY REPORTS

On or before the 15th day of each month, the BAEDC shall submit to BAEDA a Monthly Activity Report summarizing services and activities that accurately state the progress made in implementing the terms, conditions and scope of work required by this Contract for the previous month. This Monthly Activity Report shall accompany an invoice requesting payment not to exceed the agreed upon monthly amount as outlined below.

In the first and second years of the contract respectively, July 1, 2024 through June 30, 2025

and July 1, 2025 through June 30, 2026, BAEDC will receive \$425,000 annually, subject to annual appropriations. This calculates to \$35,416.66 per month for the first twenty-four (24) months of the contract.

At the end of the second year, the City Manager will conduct a performance review. Provided that expectations have been met satisfactorily, an increase in the contract amount will be recommended, in an amount not to exceed 10% of the original contract amount for the third and remaining year, beginning July 1, 2026 through June 30, 2027. If an increase is not recommended and approved, the contract amount will remain at \$425,000 (\$35,416.66 monthly) for the last twelve (12) months of the contract, subject to annual appropriations.

Furthermore, it is understood that the BAEDC currently employs five (5) full-time employees including the CEO. Starting August 1, 2024, if the BAEDC employs fewer than five (5) employees continuously for more than forty-five (45) days, a reduction equal to 1/12th of the base salary of each vacant position(s) will be deducted from the payment due. This reduction will commence on the first requested invoice date following the forty-five (45) day vacancy and will continue monthly until the first requested invoice after the position(s) is filled.

SECTION 6: NONDISCRIMINATION

The BAEDC, for themselves and their successors, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, age, sex, handicap, or national origin shall be excluded from participation in, denied the benefit of, this Contract; and (2) that in carrying out the terms and conditions of this Contract, no otherwise qualified person, with or without reasonable accommodation, shall be subjected to discrimination on the grounds of handicap.

SECTION 7: COMPLIANCE WITH LAWS

The BAEDC agrees to conduct its business under the terms of this Contract in such a manner that it does not violate any federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this Contract.

SECTION 8: TERM AND TERMINATION OF CONTRACT

This Contract shall be in full force and effect from July 1, 2024, through June 30, 2027, subject to annual budgetary appropriations by BAEDA. It is the intent of BAEDA that this Contract shall remain in effect for the term specified unless modified by mutual consent of the parties or unavailability of budgetary funding. It shall be a default and cause for termination if the BAEDC fails to keep, observe or perform any material agreements, terms or provisions of this Contract and such default continues for a period of thirty (30) days after written notice by BAEDA to the BAEDC. In the event of default, BAEDA has no further

obligations under the terms of this Contract. This Contract, however, be terminated by either party by thirty (30) days written notice.

SECTION 9: LOBBYIST

If BAEDA should become interested in utilizing the services of the lobbyist employed by the BAEDC, that matter will be negotiated separately from this Agreement. No public funds shall be used to compensate any employee and/or vendor working on a Political Action Committee on behalf of the BA Chamber/BAEDC.

SECTION 10: BIDDING

The BAEDC is encouraged to institute a policy of seeking competitive bids relating to the expenditure of funds whenever possible. It is recognized that bidding is not always possible or practical, but to the extent that the BAEDC finds it advantageous, it is encouraged to seek competitive bids.

SECTION 11: RIGHT TO SUBCONTRACT

It is understood and agreed that the BAEDC may itself perform its obligations and duties relating to economic development or that it may subcontract certain portions of its duties and responsibilities to other parties. However, in the event that certain duties are subcontracted, the BAEDC will remain responsible to BAEDA for the results.

SECTION 12: NOTICES

Whenever a notice is required to be given under the terms of this Contract, such notice shall either be personally delivered or mailed by certified mail, return receipt requested, to the following addresses:

City Manager
City of Broken Arrow
P. O. Box 610
Broken Arrow, Oklahoma 74013-
0610

President
Broken Arrow Economic Development
Corporation
210 North Main Street, Suite C
Broken Arrow, Oklahoma 74012

SECTION 13: INTERPRETATION OF LAW

This Contract shall be construed in accordance with the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Contract shall exclusively vest in the District Court of Tulsa County, State of Oklahoma.

SECTION 14: ASSIGNMENT

Neither party shall assign this Contract or any interest herein without the express written consent of the other party.

SECTION 15: CONSTRUCTION

Captions and headings in this Contract are for reference and identification purposes only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties. This Agreement constitutes the entire understanding between the parties, and supersedes all proposals and all other communications with respect to this Contract.

SECTION 16: AMENDMENTS

Amendments to this Contract shall only be made upon the written approval of the parties.

SECTION 17: SEVERABILITY

If any part of this Contract is found to be unenforceable by a court, the balance of this Contract will be unaffected.

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

Debra Wimpie 7/23/2024
CHAIRWOMAN



APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

ATTEST:

Lisa Blackford 7/23/2024
Secretary (Seal)

BROKEN ARROW ECONOMIC DEVELOPMENT CORPORATION

[Signature]
PRESIDENT

State of Oklahoma)
)
County of Tulsa)

Before me this 23 day of July, 2024, personally appeared
Jim Fram, President of the Broken Arrow Economic Development Corporation
and acknowledged to me that they executed this document as their free and voluntary act and
deed for the uses and purposes set forth herein.

Lori Lewis
NOTARY PUBLIC

My commission no. 18005957
My commission expires: 6/14/2026

