



**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*

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**Tuesday, May 19, 2026**

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

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**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. [26-74](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 5, 2026
- B. [26-674](#) Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services
- C. [26-678](#) Acknowledgement of submittal of the April 2026 Broken Arrow Economic Development Corporation's Monthly Report
- D. [26-669](#) Ratification of the Claims List Check Register Dated May 11, 2026

**4. Consideration of Items Removed from Consent Agenda**

**5. Public Hearings, Appeals, Presentations, Recognitions, Awards**

- A. [26-664](#) Presentation, discussion and possible acceptance of the October 2025 - March 2026 Broken Arrow Economic Development Corporation Biannual Report

**6. General Authority Business - NONE**

**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

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**File #: 26-74, Version: 1**

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**Broken Arrow Economic Development Authority  
Meeting of: 5/19/2026**

**Title:**

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 5, 2026

**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 5, 2026 BAEDA Minutes

**Recommendation:**

Approve the minutes of the May 5, 2026 Broken Arrow Economic Development Authority Meeting.



**City of Broken Arrow  
Broken Arrow Economic  
Development Authority  
Minutes**

City Hall  
220 S 1st Street  
Broken Arrow, OK 740121

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

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**Tuesday, May 5, 2026**

**Council Chambers**

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**1. Call to Order**

Chairperson Debra Wimpee called the meeting to order at 7:48 p.m.

**2. Roll Call**

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

**3. Consideration of Consent Agenda**

**A. 26-57 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of April 21, 2026**

MOTION: A motion was made by Justin Green, seconded by David Pickel

**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**

Michael Spurgeon informed the council that the City expects to make several major announcements within the next 30 to 45 days regarding the new entertainment venue and amphitheater project. He stated that upcoming announcements will likely include the selection of the venue operator, information related to naming rights, and other important details as the project transitions from construction into operational planning ahead of opening.

City Manager Spurgeon said the City is currently targeting approximately October 19 as the substantial completion date for the amphitheater project. He explained that once the operator is officially announced, city leadership teams led by Kenny Schwab will begin detailed

logistical and operational coordination involving public safety, traffic management, emergency planning, and event support.

He also referenced recent progress updates involving railroad coordination and acquisition of the final right-of-way needed to complete roadway improvements connected to the venue project. According to City Manager Spurgeon, the various infrastructure and construction components are now aligning toward the anticipated opening timeline and the eventual start of concerts and entertainment events. He concluded by noting that additional announcements and public updates would be coordinated through Aaron McColloch and the venue management team as the project moves closer to completion.

At 7:51 p.m., Mayor Wimpee noted there was an Executive Session.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
**Move to clear the room for Executive Session**

The motion carried by the following vote:

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

At 7:52 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
**Move to enter Executive Session**

The motion carried by the following vote:

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

At 7:52 p.m. City Council and BAEDA entered into Executive Session.

## 9. Executive Session

**Executive Session for the purpose of confidential communications between the Broken Arrow Economic Development Authority, the General Manager, the City Attorney, and any other pertinent staff members discussing and conferring on matters pertaining to:**

1. **Proposed executive session pursuant to 25 O.S. § 307(C)(II) to confer on matters pertaining to economic development regarding the existing EDA for The Shops at Aspen Creek, including updates on project status and confidential business information, and taking appropriate action, if any, in open session.**

*No action taken.*

2. **Proposed Executive Session pursuant to 25 O.S. § 307(C)(II) to discuss and confer on matters pertaining to an economic development project known as "Tucson 28," and taking appropriate action in open session regarding such project.**

*No action taken.*

*The meeting returned to open session at 8:13 p.m.*

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green  
**Move to find executive Session was necessary to confer on matters pertaining to economic development under 25 Oklahoma Statute Section 307 C 11**

The motion carried by the following vote:

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

**In the opinion of the City Attorney, the Authority is advised that the Executive Session is necessary for discussing and to confer on matters pertaining to economic development, including creating a proposal to entice a business to locate within the City, and public disclosure of the matter discussed would interfere with the development of products or services, or if public disclosure would violate the confidentiality of the business.**

**10. Adjournment**

The meeting was adjourned at 8:14 p.m.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel  
**Move to Adjourn**

The motion carried by the following vote:

**Aye: 5 -**

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

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary



# City of Broken Arrow

## Request for Action

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**File #:** 26-674, **Version:** 1

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**Broken Arrow Economic Development Authority  
Meeting of: 05/19/2026**

**Title:**

Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services for FY 27

**Background:**

Municipal Finance Service Inc. (MFS) has been our financial advisors since 1993. Currently MFS, through the staff, have presented individual contracts to Council or Authority for approval for each loan or service MFS provides. MFS and staff are proposing a global financial contract that would be effective for one year and would cover any services that MFS may assist the City with to include but not limited to:

1. Evaluate options or alternatives with new issues or loans.
2. Assist the City in preparation of loan application, offering documents, notices of sales and the official statement.
3. Evaluate potential refunding opportunities

Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the City and shall be contingent upon closing of the Issue.

One additional service included in the global agreement for a flat fee of \$3500.00 is the Continuing Disclosure Assistance. MFS will assist the City annually in preparing and uploading financial information to the Electronic Municipal Marketplace Access system. (EMMA).

**Cost:** Varies with issuance and service.

**Funding Source:** Loan proceeds and General Fund for other services

**Requested By:** Cynthia S. Arnold, Finance Director

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

**Attachments:** Municipal Finance Services Inc. Agreement for FY 27

**Recommendation:**

Approve Municipal Finance Service Agreement and authorize its execution

May 4, 2026

## 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, 2027.
- 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](http://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](http://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

**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 \_\_\_\_\_, 2026, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By:  \_\_\_\_\_  
Jon Wolff, President

CITY OF BROKEN ARROW

By: \_\_\_\_\_  
Mayor

BROKEN ARROW MUNICIPAL AUTHORITY

By: \_\_\_\_\_  
Chairman

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Chairman





# City of Broken Arrow

## Request for Action

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**File #: 26-678, Version: 1**

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**Broken Arrow Economic Development Authority  
Meeting of: 05-19-2026**

**Title:**

Acknowledgement of submittal of the April 2026 Broken Arrow Economic Development Corporation's Monthly Report

**Background:**

The Broken Arrow Economic Development Authority contracts with the Broken Arrow Economic Development Corporation in the amount of \$425,000.00 annually with the goal to encourage and facilitate economic development within and near the City of Broken Arrow by attracting new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City. Per the Economic Development Agreement, each month BAEDC shall submit a Monthly Activity Report detailing services and activities that accurately state the progress made in implementing the terms, conditions and scope of work required by the Contract. Attached is the Monthly Activity Report for April 2026.

**Cost:** \$35,416.66 per month

**Funding Source:** Fund 887

**Requested By:** Travis Stephens, Director of Tourism & Economic Development

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

**Attachments:** BAEDC Monthly Activity Report

**Recommendation:**

Acknowledge the April 2026 Broken Arrow Economic Development Corporation's Monthly Report.

Broken Arrow Economic Development Corporation  
210 N Main St. Ste. C  
Broken Arrow, OK 74012 US  
accounts@bachamber.com



# INVOICE

## BILL TO

City of Broken Arrow  
220 S 1st St  
Broken Arrow, OK 74012

INVOICE # 1468  
DATE 05/11/2026  
DUE DATE 06/10/2026  
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2026	City EDC Contract	City EDC Contract for April 2026	1	35,416.66	35,416.66

## Ways to pay

BALANCE DUE **\$35,416.66**



[View and pay](#)

April 2026

**BROKEN  ARROW**  
ECONOMIC DEVELOPMENT CORPORATION

# BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

## April 2026 Report

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## Business Retention and Expansion

### Summary

- During April, the team continued its focus on **supporting Broken Arrow's existing businesses** through ongoing engagement, project assistance, and strategic relationship-building efforts. One of the month's key activities included **attending Public Service Company of Oklahoma's (PSO) Energy Efficiency Summit**, which provided valuable insight into energy-related programs, efficiency initiatives, and available resources that may benefit Broken Arrow businesses. Participation in the summit also created opportunities to **strengthen regional partnerships and identify additional tools** that can support local companies as they navigate operational costs and future growth.
- The team also continued assisting with Project Flight, supporting **CSI Aerospace's expansion** into Arrow Forge. Efforts throughout the month included ongoing coordination and communication related to the project as the company advances its expansion plans in Broken Arrow. This project represents continued momentum in the community's aerospace and advanced manufacturing sectors and reflects the importance of maintaining strong relationships with existing industry partners as they pursue growth opportunities.
- In addition to these initiatives, the team continued **ongoing business retention and expansion activities**, including outreach to existing businesses, coordination with local and regional partners, and responsiveness to company needs and opportunities as they arise. These efforts remain essential to maintaining strong relationships with Broken Arrow employers, identifying challenges early, and supporting an environment conducive to continued business growth and investment.

**BRE Employer Meetings: 7**

## New Business Attraction

### Summary

- Vice President of attended the **AmericanSouth Site Selection Summit** in Arlington, TX, engaging with site selection consultants and economic development professionals to **strengthen regional visibility and cultivate new business recruitment** opportunities in Broken Arrow.
- Continued coordination and planning efforts for the **Highway 51 Corridor**, including stakeholder meetings, evaluation of development opportunities, identification of potential TIF boundaries, and discussion of infrastructure and long-term development strategies.
- Continued conversations with leadership from **Project Vector, an eVTOL manufacturer**, regarding potential growth opportunities, regional assets, and long-term manufacturing and innovation opportunities within Broken Arrow.

## Incoming April Projects

RFIs Received: 6

RFI Response: 0

- **Project Rev X – No available inventory meeting requirements of project.**

- Industry leading infrastructure company evaluating the relocation of its North American mission control center. The proposed center will oversee all company assets and operate on a 24/7 basis. Seeking 15K to 25K of existing Class B office space near airport with nationwide service.
  - Project Scope
    - TBD capital investment
    - 75 jobs
- **Project Coaster 2026 – No available inventory meeting requirements of project.**
  - Semiconductor manufacturer looking statewide for greenfield, build-to-suit opportunity. Seeking a minimum of 400 acres with 150 ft of allowable building height with airspace and no residential nearby.
    - Project Scope
      - \$10 million in capital investment
      - 5,100 jobs
- **Project Rubberband – No available inventory meeting requirements of project.**
  - Large plastics manufacturer interested in relocating to Oklahoma seeking existing building of 30K to 50K SF with rail and port access.
    - Project Scope
      - \$2-\$5 million in capital investment
      - 35 jobs
- **Project Ellie – No available inventory meeting requirements of project.**
  - Consultant led aerospace project looking for aircraft manufacturing facility and separate test facility. Both facilities require access to airspace with FAA approved UAS site. Seeking existing site of 75K to 550K SF for manufacturing and 15K to 20K SF for test facility with preference to lease for both.
    - Project Scope
      - \$216 million in capital investment
      - 650 jobs
- **Project Nexa – No available inventory meeting requirements of project.**
  - European-based manufacturing company specializing in PVC and HDPE piping systems seeking opportunities for acquisition within the state. Company seeking existing building associated with an existing company for acquisition or lease. Seeking minimum of 45K SF existing industrial space with rail onsite.
    - Project Scope
      - \$5-\$20 million in capital investment
      - 30-40 jobs
- **Project Balance – No available inventory meeting requirements of project.**
  - International food production company searching statewide for an existing building capable of being utilized for food production. Seeking 100K-150K SF existing building with prior food production, specifically chocolate, bakery or confectionary use.
    - Project Scope
      - TBD capital investment
      - TBD jobs

## Innovation, Entrepreneurship, and Small Business Development

### Summary

- During April, the team continued **advancing entrepreneurship development initiatives** focused on strengthening founder support systems, expanding community engagement, and building long-term entrepreneurial capacity within Broken Arrow. A major focus during the month was the continued **development of the entrepreneurial growth cohort** scheduled to launch in August. Efforts included refining program structure, developing curriculum content, identifying strategic partners and mentors, and establishing program objectives designed to support entrepreneurs through practical business growth education and guided peer collaboration. The cohort is being developed as a targeted initiative to help entrepreneurs strengthen operational readiness, improve scalability, and build sustainable businesses within Broken Arrow.
- The team also convened the **Entrepreneurship Advisory Committee** during the month to gather insight, feedback, and strategic direction from ecosystem stakeholders. Discussions focused on strengthening entrepreneurial support resources, identifying gaps within the local ecosystem, and ensuring alignment between programming efforts and the needs of Broken Arrow’s business community. The committee continues to serve as an important collaborative body in guiding entrepreneurship strategy and fostering stronger connections between public, private, and community partners.
- Additionally, the team **hosted representatives from Economic Impact Catalyst**, who visited Broken Arrow to share ideas, discuss entrepreneurship ecosystem development strategies, and collaborate on emerging tools designed to support entrepreneurial communities. As part of this partnership, the team has also been serving as a beta tester for **Economic Impact Catalyst’s entrepreneurship-focused CRM platform**, providing feedback and practical insight as the product continues to be refined. This collaboration has provided valuable opportunities to evaluate innovative approaches to entrepreneur engagement, resource tracking, and ecosystem management.
- **1 Million Cups Broken Arrow (1MCBA)** also continued to build momentum and community engagement throughout April. More than **80 community members** attended programming during the month, while **four founders presented** their companies to the local entrepreneurial community. These events continue to provide entrepreneurs with opportunities to share their businesses, receive feedback, build visibility, and connect with potential partners and supporters. Continued participation and engagement demonstrate growing interest in entrepreneurship within Broken Arrow and reinforce the importance of maintaining consistent, accessible programming that supports local founders at various stages of business growth.

**Entrepreneurship Support Meetings: 9**

## Workforce Development

### Summary

- **WorkInBA Spring Career Fair:** Staff facilitated the premier job fair for the community with the goal of bringing talent and employers together. More than **25 employers** were in attendance for this event ranging from industries such as **manufacturing, healthcare, finance, and more.**

- o Number of job seekers in attendance at event = **270 (42% increase)**
- o Average Employer Engagements with Job Seekers = **29**
- Staff presented at the **Select Oklahoma** monthly membership meeting, highlighting the BAEDC’s ongoing efforts and initiatives to **advance career awareness and workforce development** within the community.
- To support local talent retention efforts, staff participated in the **University of Tulsa Career Networking Event**. During the event, staff engaged with more than **30** students pursuing in-demand degree programs and connected them with local Broken Arrow employers and career opportunities

**Employer Workforce Meetings = 10**

**Broken Arrow Job Board Monthly Metrics:**

- **5744** page visits; **1394** clicks on jobs; **16** job alert subscribers
- **165** application engagements

**Job Seeker Monthly Metrics:**

- Job seeker engagements = **40**
- Job seeker placements = **0**

**Job Seeker Year to Date Metrics:**

- Job seeker engagements = **58**
- **283** application engagements (job board)
- Job seeker placements = **4**

## Arrow Forge

### Summary

- **Project Ascend**, a space sector manufacturing prospect, continues evaluating the region for a proposed 50,000 – 100,000 SF production facility, with **ongoing discussion focused on Arrow Forge**. Leadership will be in town in May with a **second site visit scheduled at Arrow Forge**.
- Staff met with partners from **Oklahoma Natural Gas** to discuss gas service capacity and infrastructure planning for the Arrow Forge, including future service considerations related to **CSI Aerospace** and future tenants.

## Research Analysis, Strategic Planning, & Advocacy

### Summary

- Vice President of Economic Development, **Amber Miller** successfully earned the **Certified Economic Developer (CEdD) designation** through the International Economic Development Council (IEDC), **demonstrating advanced expertise and commitment** to professional excellence in economic development.
- Vice President attended **All In for Oklahoma**, a statewide initiative focused on economic development collaboration, program updates, and resources available to support community growth across Oklahoma.

- President and CEO attended **Legacy to Launch**, an event focused on entrepreneurship, innovation, and strategies to support business growth and long-term economic impact.
- Staff attended the Broken Arrow Chamber’s **State of the State event featuring Governor Kevin Stitt**. The event provided updates on state priorities, legislative initiatives, and issues impacting Oklahoma’s business climate.
- **Research Requests:**
  - Business Resources – 1
    - Provided Broken Arrow demographic data to Ascension St. John Broken Arrow.
  - City of Broken Arrow – 0
  - Workforce – 1
    - Provided Manpower a wage analysis on 13 different occupations in the manufacturing industry.



# City of Broken Arrow

## Request for Action

**File #:** 26-669, **Version:** 1

**Broken Arrow Economic Development Authority  
Meeting of: 05/19/2026**

**Title:**

Ratification of the Claims List Check Register Dated May 11, 2026

**Background:**

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 28, 2026 through May 11, 2026 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 \$7,315,579.46 for the various funds.

Governmental Funds	\$4,087,504.04
BAMA	\$3,187,182.96
BAEDA	<u>\$ 40,892.46</u>
Total	\$7,315,579.46

A summary by funds and detail are attached.

**Cost:** \$40,892.46

**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 11, 2026

**Recommendation:** .recommend  
Ratify Claims List Check Register dated 05/11/2026

City of Broken Arrow  
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	307,537.06	609
220	BA MUNICIPAL AUTHORITY	3,187,182.96	878
226	STORMWATER CAPITAL IN LIEU OF	39,678.96	1
227	CVB-HOTEL MOTEL	2,489.02	19
329	VEHICLE REPLACEMENT FUND	92,539.00	10
330	SALES TAX CAPITAL IMPROVEMENT	587,774.78	22
342	STREET LIGHT FUND	5,592.76	10
343	STREET SALES TAX FUND	282,608.26	20
344	PS SALES TAX POLICE	139,496.92	305
345	PS SALES TAX FIRE	117,976.17	167
349	OPIOID SETTLEMENT FUND	2,884.50	1
592	2014 BOND ISSUE	8,763.85	4
593	2018 BOND ISSUE	2,134,205.07	19
660	WORKERS COMPENSATIONS	70,956.95	4
661	GROUP HEALTH AND LIFE	153,141.19	12
882	AGENCY FUND DEPOSITS	2,425.00	6
887	ECONOMIC DEVELOP AUTHORITY	40,892.46	4
999	POOLED CASH	139,434.55	1
Total		7,315,579.46	2,092

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
04/30/2026	338528	1115 BROKEN ARROW ECONOMIC	1459	ECONOMIC DEVELOPMENT SERIVCE	8871700  550700		2026/10	35,416.66
					<b>Total For Check # 338528</b>			<b>35,416.66</b>
04/30/2026	338552	4665 DUSTIN ENTERPRISES INC	8121	8121 SLURRY SEAL	8871700  570150	2417210	2026/10	1,675.80
					<b>Total For Check # 338552</b>			<b>1,675.80</b>
04/30/2026	338588	2004 KIMLEY-HORN & ASSOCIATES	064598216-0226	Events Park Infrastructure 2417210	8871700  570150	2417210	2026/10	2,660.00
			064598216-0326	Events Park Infrastructure 2417210	8871700  570150	2417210	2026/10	1,140.00
					<b>Total For Check # 338588</b>			<b>3,800.00</b>
					<b>Total For Fund 887</b>			<b>40,892.46</b>
					<b>Number of Invoices For Fund 887</b>			<b>4</b>



# City of Broken Arrow

## Request for Action

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**File #: 26-664, Version: 1**

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**Broken Arrow Economic Development Authority  
Meeting of: 05-19-2026**

**Title:**

Presentation, discussion and possible acceptance of the October 2025 - March 2026 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:** Travis Stephens, Economic Development Manager

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

**Attachments:** EDC Spring 2026 Biannual Report

**Recommendation:**

Accept the October 2025-March 2026 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 2<sup>nd</sup> 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 relocated, 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 15<sup>th</sup> 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 Wimpee 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**

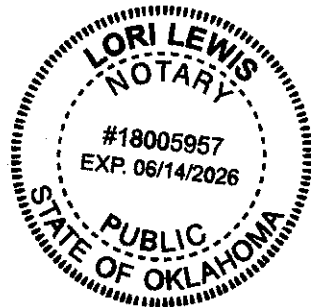
[Signature]  
PRESIDENT

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



# Spring 2026 Biannual Report October 2025 - March 2026

# BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

# BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

Spring Biannual Report  
October 2025 – March 2026

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## Business Retention and Expansion

### Summary

- **Business Retention & Expansion**
  - The BAEDC team maintained consistent outreach and engagement with Broken Arrow companies, continuing to strengthen relationships and support local business growth. Staff conducted regular meetings with existing employers, identifying opportunities for expansion, addressing workforce needs, and connecting companies with available resources. Several new expansion projects were identified during this period, reinforcing continued business confidence in the Broken Arrow market.
- **Major Projects & Development Activity**
  - Significant progress was made on several key projects. Project Sapling advanced from early discussions to full City Council approval of an Economic Development Agreement supporting a \$32 million capital investment, 52 new jobs, and a 38,000-square-foot expansion. Additional expansion opportunities included Project Cactus, a \$12 million investment, Project Dallas with over \$4.5 million in capital investment and 18 new jobs, and Project Farmer, representing a \$5 million investment and approximately 90 new jobs.
- **Project Coordination & Employer Support**
  - Staff continued to support existing industry through direct engagement, executive-level meetings, and site visits. A headquarters visit with Solar Turbines in San Diego reinforced Broken Arrow's commitment to key employers and strengthened relationships that support long-term investment and retention. Additional efforts included facilitating discussions around Project Pathway, a headquarters relocation and expansion project involving a new 60,000-square-foot facility and retention of 95 employees.
- **Community Engagement & Industry Support**
  - The team hosted and participated in multiple industry events, including the Oklahoma Manufacturing Alliance networking luncheon, which connected local manufacturers with state resources and funding opportunities. Staff also facilitated roundtables and discussions to connect businesses with incentive programs, workforce initiatives, and strategic partners.
- **BRE Meetings: 58**

## New Business Attraction

### Summary

- **Major Projects & Development Activity**
  - BAEDC maintained a strong pipeline of new business attraction projects across advanced manufacturing, aerospace, logistics, and emerging industries. Project Sam, a \$61 million distribution and logistics development, advanced significantly during this period, culminating in the company closing on the site. The project

was subsequently announced as an Amazon last-mile fulfillment center, marking a major milestone for investment and job creation in Broken Arrow. Project Astro advanced significantly and is now under contract on the Jackson Mills site, representing a major milestone for future investment in the community.

- Additional high-impact prospects included Project Ascend, a space industry company evaluating Broken Arrow for an advanced propulsion manufacturing facility, and Project Bladerunner, an aerospace and defense project considering Arrow Forge. Multiple site visits were hosted throughout the period, showcasing Broken Arrow’s available sites, infrastructure, and workforce alignment.
- **Business Attraction & Marketing**
  - Staff actively promoted Broken Arrow through national and regional outreach efforts, including the Vice President of Economic Development’s participation in marketing trips to Southern California and New York City. These trips included targeted meetings with site selectors and companies in aerospace, defense, and advanced manufacturing industries, strengthening relationships and increasing visibility for Broken Arrow.
- **Project Pipeline & Challenges**
  - During this period, BAEDC received more than 30 Requests for Information (RFIs) and responded to multiple high-value opportunities. The project pipeline included prospects ranging from \$50 million to over \$2.5 billion in potential capital investment.
  - While interest in Broken Arrow remains strong, several projects were unable to advance due to limited availability of existing buildings, large contiguous sites, and rail-served properties. This highlights the continued need for strategic site development and infrastructure investment to remain competitive for large-scale projects.

### Incoming Projects Details

- **Number of Incoming Projects: 32**
- **Number of Projects Responded To: 8**
- **Number of Site Visits: 4**

### Innovation, Entrepreneurship, and Small Business Development

#### Summary

- **Entrepreneurship Ecosystem Development**
  - BAEDC continued to build momentum within Broken Arrow’s entrepreneurial ecosystem through ongoing programming and strategic engagement. 1 Million Cups Broken Arrow maintained strong participation, with consistent attendance ranging from 40 to nearly 100 community members each month and regular presentations from local entrepreneurs. These events continue to serve as a key platform for idea sharing, collaboration, and business growth.

- **Program Expansion & Strategic Partnerships**
  - The team advanced planning efforts for a structured entrepreneurship cohort program, designed to support early-stage and growth-oriented businesses. Staff continued to meet with Entrepreneurial Support Organizations (ESOs) and regional partners to identify best practices and strengthen collaboration opportunities.
- **Innovation & Community Engagement**
  - Efforts focused on building a more connected and resource-rich environment for entrepreneurs. Staff engaged with local stakeholders, educational partners, and business leaders to align initiatives and identify opportunities to support long-term entrepreneurial growth. These efforts reinforce BAEDC's role as a connector and advocate for innovation and small business development in Broken Arrow.
- **Entrepreneurship Support Meetings: 64**

## Workforce Development

### Summary

- **Strategic Talent Attraction Initiatives**
  - BAEDC continued advancing workforce and talent strategies through targeted programming and partnerships. Staff collaborated with Broken Arrow Public Schools, higher education institutions, and regional partners to align workforce initiatives with employer needs and support long-term talent pipeline development.
- **Workforce Programming & Community Engagement**
  - A major workforce event during this period included the WorkInBA Career Fair, which connected more than 190 job seekers with over 25 employers across a range of industries. The event created meaningful opportunities for direct engagement, resulting in stronger employer-job seeker interactions and supporting immediate hiring needs while increasing awareness of local career opportunities.
  - Additional efforts included HR roundtables and workforce workshops focused on hiring strategies, skills-based hiring, and talent retention, providing valuable resources and networking opportunities for employers throughout the community.
- **Career Awareness & Talent Pipeline Development**
  - BAEDC continued to strengthen the local talent pipeline through large-scale, hands-on career awareness events in partnership with Broken Arrow Public Schools, Union Public Schools, and regional employers. Staff supported programming at Vanguard Academy and other educational institutions to better align curriculum with industry needs and expose students to real-world career pathways.

- Manufacturing Career Day and Healthcare Career Day collectively engaged more than 5,000 students across freshman academies and alternative schools. These events connected students directly with industry professionals through interactive demonstrations, equipment displays, and career-focused activities. More than 50 employer and community volunteers participated, providing insight into high-demand careers, required skill sets, and education pathways. These efforts play a critical role in increasing early career awareness, strengthening workforce readiness, and building a sustainable pipeline of local talent for Broken Arrow employers.
- **Marketing, Partnerships & Employer Support**
  - BAEDC continued to support employers through targeted hiring initiatives, strategic partnerships, and workforce-focused marketing efforts. A key highlight was the dedicated hiring event for Solar Turbines, which connected approximately 50 job seekers directly with the employer to fill critical roles such as CNC machinists, quality inspectors, and maintenance technicians. The event resulted in multiple job offers and was noted by the employer as an efficient and highly effective recruiting effort, equating to a month’s worth of hiring activity completed in just a few hours.
  - In addition to hiring events, staff provided ongoing employer support through workforce consultations, promotional efforts, and collaboration on talent attraction strategies, including the development of virtual reality (VR) content to showcase local career opportunities and enhance employer visibility.
- **Employer Partner Meetings = 50**
- **Broken Arrow Job Board October 2025 – March 2026 Metrics:**
  - **18,288** page visits; **1,868** clicks on jobs; **19** job alert subscribers
  - **259** application engagements
- **Job Seeker October 2025 – March 2026 Metrics:**
  - Job seeker engagements = **60**
  - Job seeker placements = **13**

## Arrow Forge

### Summary

- **Strategic Planning & Vision Alignment**
  - Progress continued on advancing Arrow Forge as a premier site for advanced manufacturing and aerospace investment in Broken Arrow. Ongoing coordination between BAEDC, City leadership, and project partners focused on long-term district planning, infrastructure readiness, and aligning development standards to support targeted industry recruitment. Discussions also continued around refining the district’s identity, positioning, and long-term development strategy to ensure competitiveness in attracting high-quality projects.

- **Infrastructure & Site Development Progress**
  - Significant progress was made in preparing the site for future development. Key zoning and land use approvals were completed, including rezoning to light industrial, positioning the site to support advanced manufacturing users. Infrastructure planning advanced with detailed coordination around utilities, including efforts to extend natural gas service to the site in partnership with ONG. Engineering discussions also focused on capacity planning, timelines, and ensuring the site is development-ready for large-scale users.
- **Project Development & Tenant Activity**
  - Arrow Forge reached a major milestone with the completion of the land transfer to CSI Aerospace, marking the first official tenant in the district and reinforcing the site’s viability for aerospace and advanced manufacturing investment. The site also hosted multiple visits and ongoing discussions with high-profile prospects, including aerospace, defense, and space industry companies evaluating the district for future expansion. These engagements continue to build momentum and validate Arrow Forge as a competitive site for national and international projects.
- **Marketing, Positioning, & Business Development**
  - Efforts continued to elevate Arrow Forge’s visibility and market position. BAEDC actively pitched the site to prospects and consultants, highlighting available acreage, infrastructure planning, and regional industry strengths. Collaboration with developers and international partners further expanded exposure, particularly within the aerospace and defense sectors. Moving forward, the strategy will shift toward more targeted marketing and business attraction efforts, with an increased focus on converting active prospects into announced projects.

## Research Analysis, Strategic Planning, & Advocacy

### Summary

- **Leadership Development & Professional Engagement**
  - BAEDC staff remained actively engaged in professional development and industry events to ensure alignment with best practices and emerging trends in economic development. Participation in regional, state, and national meetings provided valuable insights into workforce strategies, site selection trends, and competitive positioning, helping inform local initiatives and long-term planning efforts.
- **Regional & Statewide Engagement**
  - The team maintained a strong presence in regional and statewide organizations, including Select Oklahoma, Tulsa’s Future, and other economic development partner groups. Staff participated in regular partner meetings and roundtables to share project updates, align on regional recruitment strategies, and strengthen collaboration across jurisdictions. Engagement with Wagoner County and

regional partners further reinforced a coordinated approach to business attraction and expansion.

- **Legislative Advocacy & Community Engagement**

- BAEDC actively supported advocacy efforts at the state level, participating in Broken Arrow Day at the Capitol, Manufacturing Day at the Capitol, and Select Oklahoma Day. These engagements provided opportunities to connect with legislators, promote Broken Arrow’s economic priorities, and advocate for policies that support business growth, workforce development, and infrastructure investment. Staff also participated in community engagement efforts, including GO Bond communication initiatives, helping inform residents and stakeholders about projects that support long-term growth.

- **Planning & Strategic Initiatives**

- Significant focus was placed on long-term planning efforts to ensure continued economic competitiveness. BAEDC worked closely with City leadership on strategic initiatives, including planning for the Highway 51 corridor, which will play a critical role in future commercial and industrial development. Additional discussions focused on industrial land readiness, infrastructure alignment, and positioning key sites to meet the needs of targeted industries.

- **Marketing, Reporting, & Strategic Communication**

- The team continued to enhance economic development storytelling and communication efforts to better position Broken Arrow in a competitive market. A key milestone during this period was the completion of the latest edition of *Grounds for Development*, which featured a comprehensive redesign to improve readability, visual impact, and overall effectiveness as a marketing tool. The updated publication includes refreshed data, project highlights, and investment opportunities, strengthening BAEDC’s ability to communicate the community’s economic momentum to site selectors, developers, and prospective businesses. Staff also continued producing targeted reports and supporting marketing initiatives that promote Broken Arrow’s strengths and strategic priorities.

- **Research & Data-Driven Decision Making**

- BAEDC continued to provide targeted research and analysis to support businesses, developers, and City departments. Requests included demographic analysis, wage studies, retail leakage reports, traffic counts, and site selection data. Staff also supported internal and external stakeholders with data for major initiatives such as the State of the City, employer expansion projects, and workforce planning. These efforts ensure that decision-making is informed by accurate, timely data and that Broken Arrow remains competitive in responding to business opportunities.

**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 2<sup>nd</sup> 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 relocated, 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 15<sup>th</sup> 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 Wimpee 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

