

**SECOND AMENDMENT TO
CAPITAL IMPROVEMENTS AGREEMENT
(Broken Arrow Gateway Signage Project)**

THIS SECOND AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of _____, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement, dated November 2, 2020 and the Amendment to Capital Improvements Agreement dated January 30, 2023 (collectively, the "Agreement"); and

WHEREAS, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 6.6 of the Agreement is hereby amended by deleting in the last line "November 1, 2024" and replacing it with "October 10, 2025."

3. Section 10 of the Agreement is hereby amended by deleting "November 1, 2024" from the third line thereof and replacing it with "October 10, 2025."

4. Section 17 of the Agreement is hereby amended by deleting "November 1, 2024" from the first line thereof and replacing it with "October 10, 2025."

5. Exhibit "A" of the Agreement is hereby deleted and replaced with the following:

"Create a Master Plan for gateway signage along places of entry into the City of Broken Arrow. Construction on one of the primary signs that will be included in the Master Plan. Any funding remaining will go towards construction of a second Primary sign that will be included in the Master Plan."

6. Exhibit "B" of the Agreement is hereby deleted and replaced with the following:

"Final location to be determined from one of the sites listed below:

Aspen St. and Highway 51;
Aspen St. and the Creek Turnpike;
New Orleans St. water tower; or
Houston and Garnett."

7. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

8. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

"Contracting Party"

City Clerk

CITY OF BROKEN ARROW, OKLAHOMA

APPROVED AS TO FORM:

By _____
Name _____
Title _____

City Attorney

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name _____
Title _____ Chairman