



City of Broken Arrow
Meeting Agenda
Broken Arrow Economic Development
Authority

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

Tuesday, December 16, 2025

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

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

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [25-73](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of December 02, 2025
- B. [25-1723](#) Acknowledgement of Broken Arrow City Council's December 2, 2025, approval of BAZ-002505-2025 (Rezoning), Arrow Forge 99.52 acres, AG (Agricultural) to IL (Industrial Light), located one-half mile north of Tucson Street (121st Street), located on the south side of Florence Street (111th Street) and ¼ mile east of Olive Avenue (129th East Avenue)
- C. [25-1760](#) Acknowledgement of submittal of the November 2025 Broken Arrow Economic Development Corporation's Monthly Report
- D. [25-1745](#) Ratification of the Claims List Check Register Dated December 08, 2025

4. Consideration of Items Removed from Consent Agenda

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

- A. [25-1569](#) Presentation, discussion and possible acceptance of the April - September 2025 Broken Arrow Economic Development Corporation Biannual Report
- B. [25-1750](#) Presentation and discussion of the Broken Arrow Chamber of Commerce 2025 Best Practices trip to Franklin and Murfreesboro TN

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

File #: 25-73, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 12-16-2025**

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of December 02, 2025

Background:

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **December 02, 2025 Broken Arrow Economic Development Authority Minutes**

Recommendation:

Approve the minutes of the December 02, 2025 Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

Broken Arrow Economic Development Authority

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, December 2, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:38 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-72 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of November 17, 2025
- B. 25-1708 Acknowledgement of Broken Arrow City Council’s September 2, 2025, approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lots, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)
- C. 25-1709 Acknowledgement of Broken Arrow City Council’s November 4, 2025, approval of COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge Innovation District, approximately 99.52 acres, Level 3, 6, and FD to Level 7, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)
- D. 25-1678 Approval of and authorization to execute Fifth Amendment to Economic Development Agreement by and among Sunset at Broken Arrow, LLC, and the Broken Arrow Economic Development Authority, and the City of Broken Arrow
- E. 25-1607 Acknowledgement of submittal of the October 2025 Broken Arrow Economic Development Corporation’s Monthly Report

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to approve the Consent Agenda

The motion carried by the following vote:

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

4. Consideration of Items Removed from Consent Agenda - NONE

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

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon added a second “on the horizon” item he intended to announce at the upcoming State of the City: pursuing a feasibility study on creating a municipal regional airport. He said the city is frequently contacted by corporate entities and local pilots asking whether Broken Arrow plans to develop its own airport, and he believes the time has come to evaluate the idea seriously. The study would determine requirements, costs, and potential implementation steps if the Council chose to proceed. He emphasized the airport’s potential as a significant economic development asset and noted that city engineering staff already have experience in this area. He concluded by telling the Council he would publicly raise the topic next Wednesday.

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 the Director of Economic Development to discuss and confer on matters pertaining to an economic development project known as “Project Sapling,” and taking appropriate action in open session regarding such project, pursuant to 25 O.S. § 307(C)(11).

MOTION: A motion was made by Debra Wimpee, seconded by Johnnie Parks
Move to enter Executive Session

The motion carried by the following vote:

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

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

Move to to authorize the Economic Development Director, the Assistant City Manager, the City Manager as General Manager of the Broken Arrow Economic Development Authority, and appropriate City staff to proceed with negotiations on a proposed economic development agreement for Project Sapling, including potential use of PSO funds as an incentive, consistent with the direction provided in executive session, and to require that any final agreement be brought back to the Broken Arrow Economic Development Authority for consideration and possible approval.

The motion carried by the following vote:

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

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

Move to find that Executive Session was necessary under 25 O.S. § 307(C)(11) for purposes of conferring on matters pertaining to economic development.

The motion carried by the following vote:

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

10. Adjournment

The meeting was adjourned at 8:56 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Adjourn

The motion carried by the following vote:

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

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-1723, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 12-16-2025**

Title:

Acknowledgement of Broken Arrow City Council's December 2, 2025, approval of BAZ-002505-2025 (Rezoning), Arrow Forge 99.52 acres, AG (Agricultural) to IL (Industrial Light), located one-half mile north of Tucson Street (121st Street), located on the south side of Florence Street (111th Street) and ¼ mile east of Olive Avenue (129th East Avenue)

Background:

This item is for the Broken Arrow Economic Development Authority to acknowledge the Broken Arrow City Council's approval of for Arrow Forge Innovation District.

BAZ-002505-2025 (Rezoning), Arrow Forge, 99.52 acres, AG (Agricultural) to IL (Industrial Light) for Arrow Forge Innovation District.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Case Map

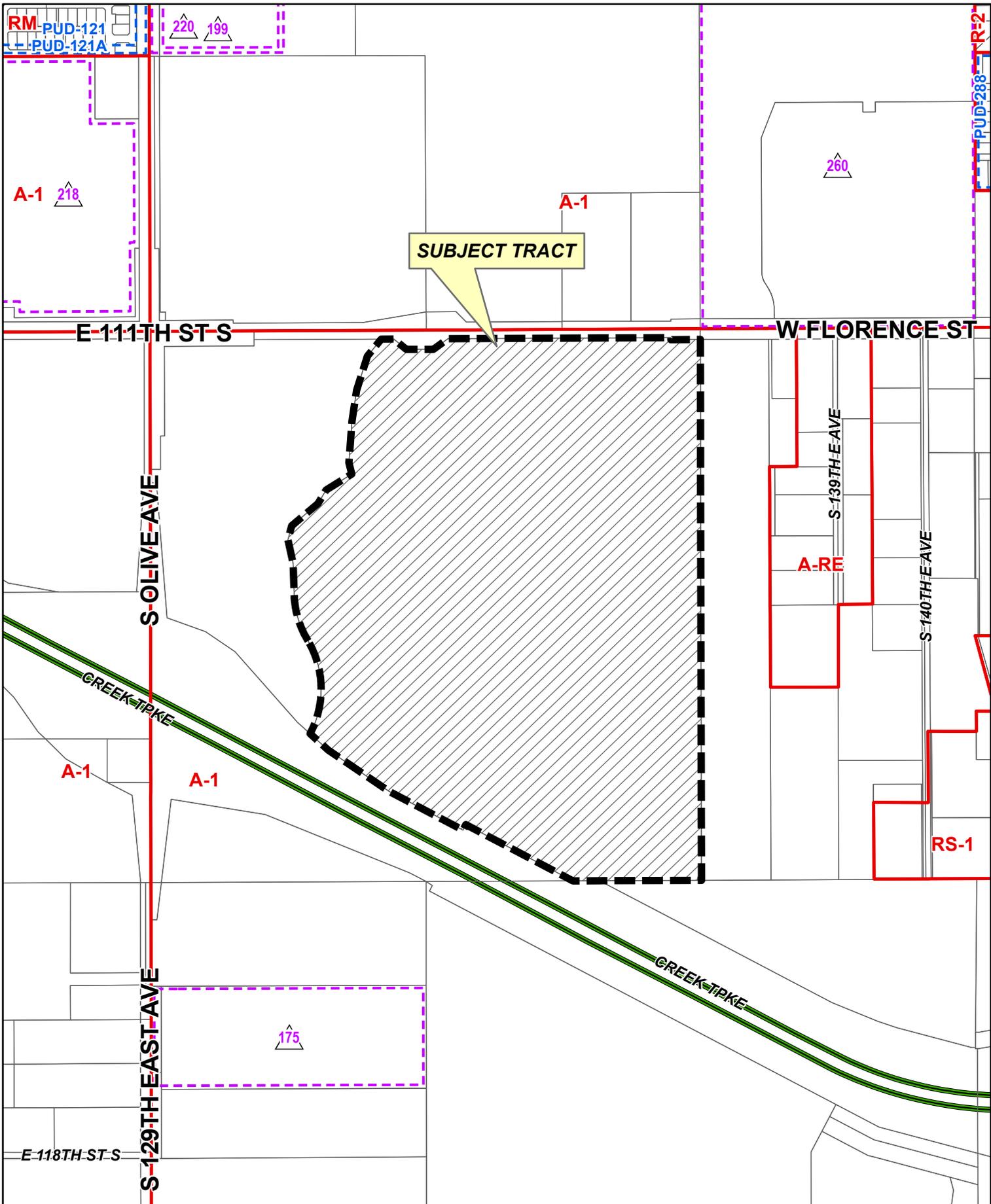
Aerial

Comprehensive Plan Map

Current
Traffic Counts Image

Recommendation:

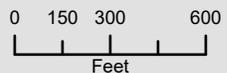
Acknowledge City Council's approval of BAZ-002505-2025 (Rezoning), 99.52 acres, AG (Agricultural) to IL (Industrial Light) for Arrow Forge Innovation District.



SUBJECT TRACT



COMP-002424-2025



33 18-14





SUBJECT TRACT

E 111TH ST S

W FLORENCE ST

SOLIVE AVE

S 139TH E AVE

S 140TH E AVE

CREEK TPKE

CREEK TPKE

S 129TH EAST AVE

E 118TH ST S

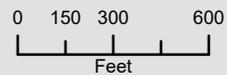
Vexcel Imaging

Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2024



Subject Tract

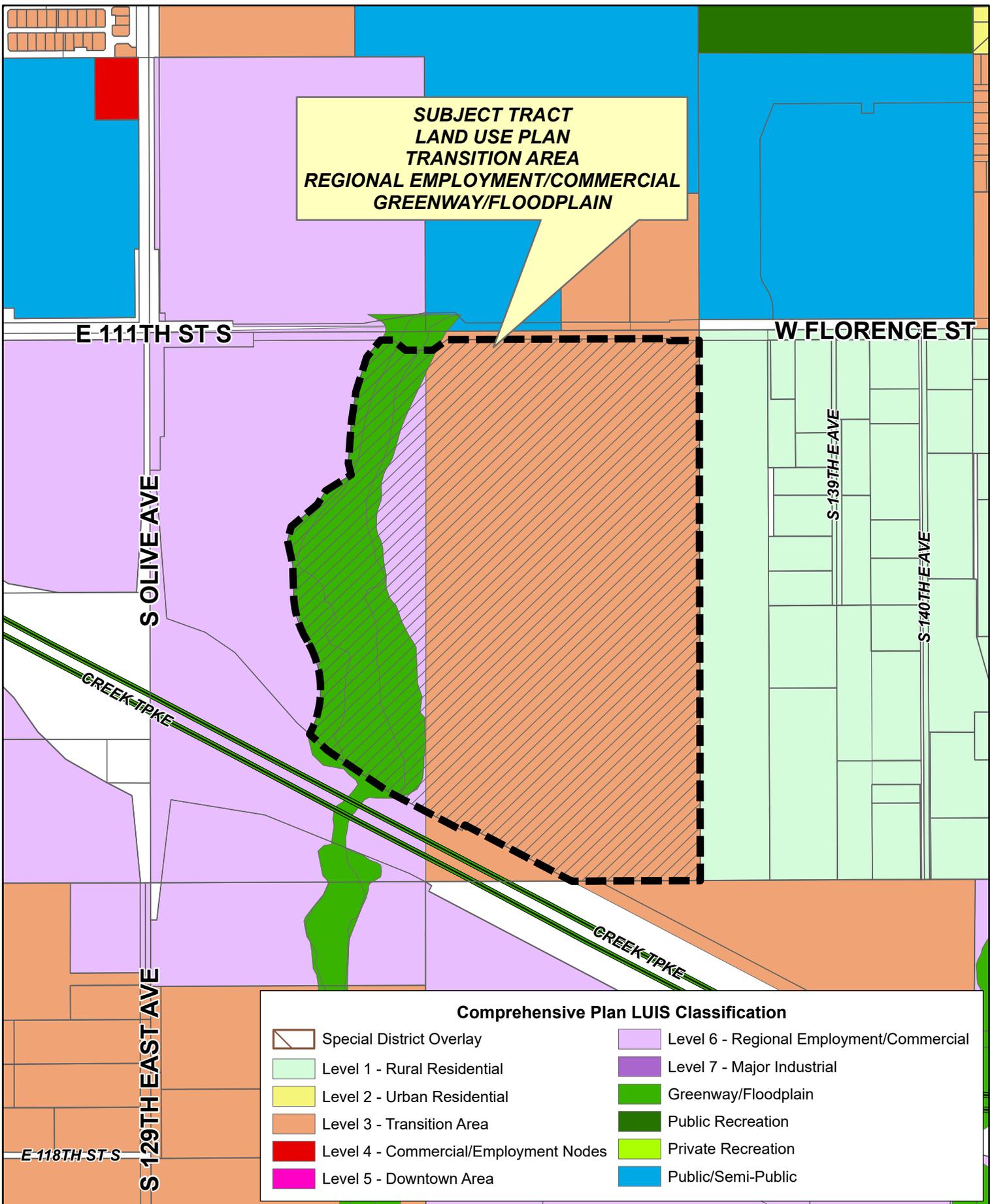
COMP-002424-2025



33 18-14

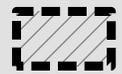


**SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA
REGIONAL EMPLOYMENT/COMMERCIAL
GREENWAY/FLOODPLAIN**



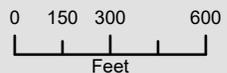
Comprehensive Plan LUIS Classification

Special District Overlay	Level 6 - Regional Employment/Commercial
Level 1 - Rural Residential	Level 7 - Major Industrial
Level 2 - Urban Residential	Greenway/Floodplain
Level 3 - Transition Area	Public Recreation
Level 4 - Commercial/Employment Nodes	Private Recreation
Level 5 - Downtown Area	Public/Semi-Public



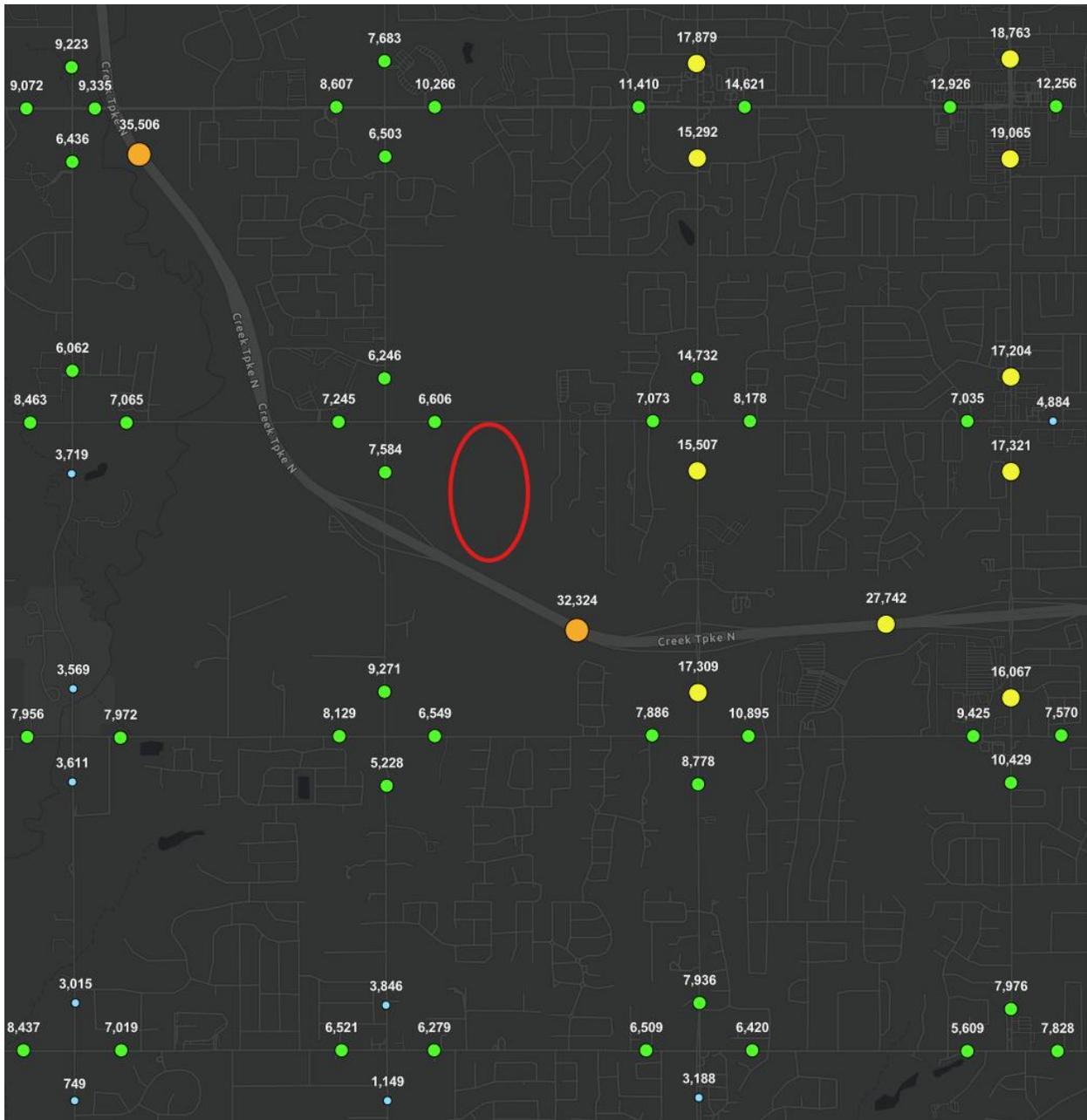
Subject Tract

COMP-002424-2025



33 18-14







City of Broken Arrow

Request for Action

File #: 25-1760, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 12-16-2025**

Title:

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

Background:

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

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 November 2025 Broken Arrow Economic Development Corporation's Monthly Report.

November 2025

BROKEN  ARROW
ECONOMIC DEVELOPMENT CORPORATION

BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

November 2025 Report

Business Retention and Expansion	3
Summary.....	3
New Business Attraction	3
Summary.....	3
Incoming November Projects	3
Innovation, Entrepreneurship, and Small Business Development	5
Summary.....	5
Workforce Development	6
Summary.....	6
Arrow Forge	6
Summary.....	6
Research Analysis, Strategic Planning, & Advocacy	7
Summary.....	7

Business Retention and Expansion

Summary

- November brought meaningful progress across multiple active and emerging projects in Broken Arrow’s business community. The team identified a new expansion opportunity, **Project Cactus**, an existing company planning approximately **\$12 million in capital investment** to grow its physical footprint. Discussions with **Project Sapling** also advanced. The proposed incentive package for the project was approved by the BAEDC Board for recommendation to City Council. The item is scheduled for the December 2 executive session for authorization to enter into formal negotiations. In addition, the team met with a new business that revitalized an old elementary school into a coworking space—already experiencing strong demand and planning its next phase of expansion. These engagements continue to strengthen our relationships with local companies and highlight the ongoing growth and reinvestment taking place across Broken Arrow.

BRE Meetings: 4

New Business Attraction

Summary

- Coordinated a site visit for **Project Compass** to Creek 51 to support the client with on-the-ground evaluation of project suitability.
- **Project Sam**: The property closing date has been slightly delayed due to ongoing offsite improvements, with a revised target of mid-December. The client is working with the City to obtain a permit approval letter confirming that a Certificate of Occupancy can be issued while offsite work is still in progress.

Incoming November Projects

RFIs Received: 9

RFI Responses: 1

- **Project Compass – Submitted Lot 5 and 6 at Creek 51**
 - Direct lead for electronics manufacturer exploring options for relocation and consolidation under one roof. Seeking at least 10 acres to build 190K to 200K SF light manufacturing facility to house manufacturing and office operations under one roof.
 - Project Scope
 - TBD capital investment
 - 200 jobs
- **Project Eagle – No response due to lack of existing buildings meeting project requirements.**
 - U.S. aerospace and defense manufacturer pursuing existing sites for jet engine module production and testing facility. Seeking 125K to 155K of existing space with buffer from other industrial users and fully fenced, secured site.
 - Project Scope

- \$40 million capital investment
 - 155 jobs
- **Project Lucy – No response due to lack of sites meeting project requirements.**
 - Large, international critical minerals mining and refining company seeking a site for its first. U.S. smelting facility. Seeking a 20-acre site that would be suitable for industrial processing.
 - Project Scope
 - \$200 million in capital investment
 - 200 jobs
- **Project Halito – No response due to lack of sites meeting project requirements.**
 - Company seeking to establish a phone assembly plant focused on first assembling mobile phones for both domestic and international markets. Seeking existing building of minimum of 40K SF up to 150K to 200K SF.
 - Project Scope
 - TBD capital investment
 - 500 jobs
- **Project Land Nav 2025 – No response due to lack of sites meeting project requirements.**
 - Company seeking to establish a manufacturing facility to support U.S. Army Land Systems. This will be a fully automated, vertically integrated facility of tactical vehicles for the U.S. Army. Seeking a minimum of 100 acres with rail onsite and with preference given to brownfield sites.
 - Project Scope
 - \$1 billion capital investment
 - 550 jobs
- **Project Brave – No response due to lack of sites meeting project requirements.**
 - A well-established, international company, with existing U.S. manufacturing operations, is assessing sites to develop a primarily ICE-related vehicle manufacturing and assembly facility. Seeking a minimum of 400 acres, ideally 450+ acres with rail onsite.
 - Project Scope
 - \$1 billion capital investment
 - 6000 jobs
- **Project Independence – No response due to lack of sites meeting project requirements.**
 - A U.S. based critical minerals technology company seeking sites for their next facility that will enable domestic production of strategic materials to assist energy, defense, and high-tech manufacturing. Seeking an existing, standalone facility of 150K to 450K SF with rail access.
 - Project Scope
 - \$400 million capital investment
 - 300 jobs
- **Project Jet Stream – No response due to lack of sites meeting project requirements.**

- A light manufacturing company is seeking an existing building of 50K SF with expansion capabilities to double the footprint.
 - Project Scope
 - TBD capital investment
 - 60 jobs
- **Project Lassen – No response due to lack of sites meeting project requirements.**
 - Company seeking to establish their first large scale U.S. manufacturing location utilizing and advanced, first-of-a-kind process to produce clean, battery-grade graphite and hydrogen through natural gas and electricity, setting new standards in productivity, capital efficiency, and sustainability across several key industries. Seeking at least 100 acres with expansion opportunity to 200 total acres or an existing site with 300K SF of production space and at least 50K of ancillary unoccupied process and utility structure.
 - Project Scope
 - \$200 million capital investment
 - 100 jobs
- **Project Swift Eagle – No response due to lack of sites meeting project requirements.**
 - Ammunition company looking statewide to establish a 155mm shell body manufacturing facility to serve both defense applications and advanced technology markets in the U.S. Seeking a minimum of 5 acres with room to expand to 8 acres with rail, on public transportation route, and ability to achieve GSA level III security.
 - Project Scope
 - \$40 million capital investment
 - 255 jobs

Innovation, Entrepreneurship, and Small Business Development

Summary

- Entrepreneurial activity in November continued to demonstrate strong community support and ecosystem engagement. **1 Million Cups Broken Arrow** saw **46 community members attend** and **three local businesses presented**, maintaining consistent participation and interest as we grow the program’s impact. Beyond 1MCBA, we advanced planning for **additional entrepreneurial programming**, continued conversations with key **Entrepreneurial Support Organizations**, and expanded collaboration with our **educational partners**. These efforts build on the growing community buy-in we’ve experienced over the past several months and reinforce the shared commitment to strengthening resources, connectivity, and opportunities for entrepreneurs across Broken Arrow.

Entrepreneurship Support Meetings: 14

Workforce Development

Summary

- BAEDC facilitated an **HR Roundtable** event in partnership with Atlas Coding School. The event provided the opportunity for attendees to participate in a discussion on the evolving technical skill needs shaping the workforce within the Tulsa metro area.
- Facilitated **Talent Attraction & Workforce Development** committee meetings with community and employer partners
 - Continued to review Amplify 2031 Strategic Plan with group and discussed different opportunities to help achieve various goals within workforce development and talent attraction
 - Discussed the Solar Turbines hiring event and methods to collaborate and market this support to other employers
 - Discussed the outcome from the NSUBA STEM event and potential opportunities to expand future events
- In partnership with Northeastern State University Broken Arrow, facilitated a **STEM Open House** style event for local high school students on the university campus. The event served over **55** students and exposed them to different career and degree pathways within the STEM field.
- **Workforce Meetings = 12**

Broken Arrow Job Board Monthly Metrics:

- **2609** page visits; **149** clicks on jobs; **4** job alert subscribers
- **28** application engagements

Job Seeker Monthly Metrics:

- Job seeker engagements = **8**
- Job seeker placements = **0**

Job Seeker Year to Date Metrics:

- Job seeker engagements = **362**
- application engagements (job board) = **451**
- Job seeker placements = **13**

Arrow Forge

Summary

- **Comprehensive Plan change** from level 3 to level 7 was **approved** by Planning Commission and City Council
- **Rezoning** from Ag to IL was **approved** by Planning Commission and will go before City Council for approval during December 2nd council meeting.
- Land surveyor is completing the survey for lot split on Block 4, lot 1 for the planned 10-acre land transfer for **Project Flight**

Research Analysis, Strategic Planning, & Advocacy

Summary

- BAEDC staff participated in the **Tulsa Chamber OneVoice Summit**, where regional business, government, and civic leaders reviewed and voted on northeast Oklahoma's 2025 legislative priorities, shaping the agenda that guides state and federal advocacy on issues such as infrastructure, economic development, workforce, and social services.
- CEO and VP attended the monthly **Select Oklahoma** membership meeting hosted by **MidAmerica Industrial Park**, gaining valuable insights from Parker Poe consultants on current national project trends and best practices in business recruitment.
- Staff met with the City team to discuss **opportunities for collaboration** in the future to ensure efforts aren't duplicated.
- **Research Requests:**
 - **Business Resources – 0**
 - **City of Broken Arrow – 2**
 - City requested capital investment and job growth numbers for the annual State of the City.
 - Tourism Manager requested STR/Costar data on hotels in Oklahoma, Tulsa, and Broken Arrow.
 - **Workforce – 0**

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

INVOICE # 1431
DATE 12/09/2025
DUE DATE 01/08/2026
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/01/2025	City EDC Contract	City EDC Contract	1	35,416.66	35,416.66

BALANCE DUE **\$35,416.66**

Pay invoice



City of Broken Arrow

Request for Action

File #: 25-1745, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 12/16/2025**

Title:

Ratification of the Claims List Check Register Dated December 08, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from November 22, 2025 through December 08, 2025 checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$7,418,776.01 for the various funds.

Governmental Funds	\$3,773,067.26
BAMA	\$3,583,404.59
BAEDA	<u>\$ 62,304.16</u>
Total	\$7,418,776.01

A summary by funds and detail are attached.

Cost: \$62,304.16

Funding Source: BAEDA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated December 08, 2025

Recommendation: **..recommend**
Ratify Claims List Check Register dated 12/08/2025

City of Broken Arrow
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	189,447.86	598
220	BA MUNICIPAL AUTHORITY	3,578,904.59	704
221	BAMA SALES TAX DEBT SERVICE	4,500.00	1
227	CVB-HOTEL MOTEL	3,882.57	33
329	VEHICLE REPLACEMENT FUND	25,385.30	6
330	SALES TAX CAPITAL IMPROVEMENT	79,009.86	19
332	PARK & REC CAP IMPROV	5,540.00	2
342	STREET LIGHT FUND	473.34	5
343	STREET SALES TAX FUND	110,861.92	8
344	PS SALES TAX POLICE	236,740.01	327
345	PS SALES TAX FIRE	124,293.97	170
348	ARPA FUND	482,146.26	2
592	2014 BOND ISSUE	146,723.71	3
593	2018 BOND ISSUE	2,320,201.26	31
660	WORKERS COMPENSATIONS	31,221.99	5
661	GROUP HEALTH AND LIFE	9,242.21	8
882	AGENCY FUND DEPOSITS	7,897.00	10
887	ECONOMIC DEVELOP AUTHORITY	62,304.16	2
Total		7,418,776.01	1,934

City of Broken Arrow
Check Register by Fund



11/26/2025	334602	1115 BROKEN ARROW ECONOMIC	OCTOBER 2025	OCTOBER 2025 SERVICES	8871700 550700		2026/5	35,416.66
					Total For Check # 334602			35,416.66
11/26/2025	334645	2004 KIMLEY-HORN & ASSOCIATES	064598216-1025	Events Park Infrastructure 2417210	8871700 570150	2417210	2026/5	26,887.50
					Total For Check # 334645			26,887.50
					Total For Fund 887			62,304.16
					Number of Invoices For Fund 887			2
					Total For ALL Checks			7,418,776.01
					Total Number of Invoices			1,934



City of Broken Arrow

Request for Action

File #: 25-1569, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 12-16-2025**

Title:

Presentation, discussion and possible acceptance of the April - September 2025 Broken Arrow Economic Development Corporation Biannual Report

Background:

The Broken Arrow Economic Development Authority contracts with the Broken Arrow Economic Development Corporation annually to encourage and facilitate economic development within and near the City of Broken Arrow by attracting new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City.

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

Cost: None

Funding Source: N/A

Requested By: Travis Stephens, Economic Development Director

Approved By: City Manager's Office

Attachments: BAEDC April- September 2025 Biannual Report

Recommendation:

Accept the April - September 2025 Broken Arrow Economic Development Corporation Biannual Report

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

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

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

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

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

WHEREAS, BAEDA was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982, August 4, 1983, and March 18, 2014 (the "Authority Trust Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, *et seq.*; and

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

WHEREAS, a declared goal of BAEDA is to encourage and facilitate economic

development within and near the City by attracting new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City; and

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

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

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

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

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

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

WHEREAS, both the City and the BAEDA deem it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of economic development activities and the program contained in this Contract and have determined such actions are in the best interests of the City and the health, safety, and welfare of the City and residents within and near the City;

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

SECTION 1: PARAMETERS OF CONTRACT AND RESPONSIBILITIES OF THE BAEDC

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

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

I. RESEARCH ANALYSIS/STRATEGIC PLANNING/ECONOMIC OUTLOOK

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

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

II. BUSINESS RETENTION & EXPANSION

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

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

III. BUSINESS ATTRACTION

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

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

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

- b) Create marketing pieces to distribute to site selectors and commercial retail brokers and include them in a quarterly report.
- c) Develop relationships with site selectors and commercial retail brokers by attending trade shows and call trips with the Oklahoma Department of Commerce, Tulsa's Future (Tulsa Regional Chamber), and the Oklahoma Governor's Economic Development Marketing Team. BAEDC will provide a report to the City of BA in regard to these meetings and relationships twice a year. The BAEDC will regularly report key items from meetings to the Economic Development Director.
- d) Respond to state, national and international Request for Proposals (RFP) and Requests for Information (RFI) from companies directly seeking to 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 15th day of each month, the BAEDC shall submit to BAEDA a Monthly Activity Report summarizing services and activities that accurately state the progress made in implementing the terms, conditions and scope of work required by this Contract for the previous month. This Monthly Activity Report shall accompany an invoice requesting payment not to exceed the agreed upon monthly amount as outlined below.

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

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

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

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

SECTION 6: NONDISCRIMINATION

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

SECTION 7: COMPLIANCE WITH LAWS

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

SECTION 8: TERM AND TERMINATION OF CONTRACT

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

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

SECTION 9: LOBBYIST

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

SECTION 10: BIDDING

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

SECTION 11: RIGHT TO SUBCONTRACT

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

SECTION 12: NOTICES

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

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

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

SECTION 13: INTERPRETATION OF LAW

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

SECTION 14: ASSIGNMENT

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

SECTION 15: CONSTRUCTION

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

SECTION 16: AMENDMENTS

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

SECTION 17: SEVERABILITY

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

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

Debra 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



Fall 2025 Biannual Report

BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

Fall 2025 Biannual Report
April 2025 – September 2025

Business Retention and Expansion.....	3
Summary	3
New Business Attraction	4
Summary	4
Incoming Projects Details	4
Innovation, Entrepreneurship, and Small Business Development	5
Entrepreneurship Ecosystem Assessment	5
Workforce Development.....	6
Summary	6
Arrow Forge.....	7
Summary	7
Research Analysis, Strategic Planning, & Advocacy	8
Summary	8

Business Retention and Expansion

Summary

- **Business Retention & Expansion**
 - The BAEDC team continued consistent outreach and engagement with Broken Arrow companies, maintaining strong communication and support for local business growth. Several key visits were conducted, including one with a company planning a major expansion that could add up to 60 full-time employees. Staff also met with several emerging and expanding businesses, strengthening relationships and ensuring employers remain connected to local and regional resources.
- **Major Projects & Development Activity**
 - Progress continued across several significant projects. Staff facilitated the groundbreaking ceremony for Zeeco's 200,000 SF expansion at the Global Technology Center and continued coordination on Project Fight, which is entering the site planning and development phase. The CSI Aerospace Economic Development Agreement was approved by City Council, supporting relocation and expansion to Arrow Forge, creating 50 new jobs and retaining 108 existing positions.
- **Project Coordination & Incentive Support**
 - Staff advanced work on Project Sapling, collaborating with company leadership, the Oklahoma Department of Commerce, and consultants from EY on a site visit for a proposed three-phase expansion that could potentially add 185 jobs, over three years. Consultants presented the project to City and EDC leadership for consideration of a potential incentive and the Incentive Review Committee convened to evaluate the related incentive application. Staff also met with representatives from Project Sandberg to discuss project needs, resources, and retention strategies.
- **Community Engagement & Professional Development**
 - Additional efforts included coordinating a site tour of RL Hudson with City Council and leadership and facilitating a site visit with the Oklahoma Department of Commerce for an active expansion project. Staff participated in the Heartland Economic Development Course in Blue Springs, MO, to enhance professional skills and attended the Tulsa's Future Aerospace Council to align local efforts with regional aerospace priorities. Nine Broken Arrow companies were awarded more than \$1.12 million through the Oklahoma Innovation and Expansion Program (OIEP) and Business Expansion Incentive Program (BEIP), reinforcing the city's strength as a hub for business growth and innovation.
- **BRE Meetings: 46**
- **Drop-ins: 8**

New Business Attraction

Summary

- **Major Projects & Development Activity**
 - Significant progress was made across several active projects. The team hosted a site visit for Project Astro, welcoming six consultants and City leadership to evaluate potential sites and coordinate next steps. Project Sam, a \$61 million distribution and logistics development, advanced through the pre-development phase with a target construction start date of November 3rd. Engagement also continued with consultants for Project Astro, a \$1 billion project that could bring 45 high-wage jobs to Broken Arrow. Staff facilitated a site visit to review two potential sites along the Highway 51 corridor and discuss infrastructure needs to support the project.
- **Business Attraction & Marketing**
 - The Vice President of Economic Development participated in the Tulsa's Future Northern California Marketing Trip, meeting with four companies and a site location consultant in the aerospace and technology sectors. These meetings promoted the Tulsa region's competitive strengths and showcased Broken Arrow's workforce, infrastructure, and available development opportunities.
- **Global & Regional Engagement**
 - The President & CEO and Vice President of Economic Development represented Broken Arrow at the International Paris Air Show, joining more than 80 Oklahoma delegates in over 90 meetings to promote the city as a destination for aerospace investment. The delegation emphasized the region's advanced manufacturing capacity and aviation expertise.
- **Industry Collaboration & Community Partnerships**
 - Staff continued relationship-building efforts to support long-term growth and collaboration. The team attended the Hackberry Market groundbreaking to celebrate new investment in the community, participated in the Tulsa's Future Consultant Reception to strengthen national site selector relationships, and attended the Southern Economic Development Council's American South Site Selection Summit. Staff also met with a Senior Mechanical Engineer from American Airlines to discuss aerospace supply chain trends and opportunities in the Tulsa region.

Incoming Projects Details

- **Number of Incoming Projects: 13**
- **Number of Projects Responded To: 11**
- **Number of Site Visits: 3**
- **Project Sam – Letter of Intent on College and County Line**
 - Confidential company that is seeking to build 250,000 SF distribution/logistics facility
 - Project Scope

- ♣ \$61 million capital investment
 - ♣ TBD jobs
- **Project Astro** – Submitted Jackson Mills site
 - Consultant driven, large-user data center project very interested in Broken Arrow, seeking 40 to 50 acres.
 - Project Scope
 - ♣ \$800 Million to \$1 Billion capital investment
 - ♣ 45 jobs
- **Project Artifact** – Submitted Creek 51 Lot 5 build to suit
 - Leading innovator in jobsite technology and national equipment rental provider evaluating potential expansion locations in Oklahoma. Seeking build-to-suit and existing options.
 - Project Scope
 - ♣ \$27 Million capital investment
 - ♣ 20 jobs
- **Project Pumpkin** – Submitted Creek 51 Lot 5
 - Consultant driven, large-user data center project very interested in Broken Arrow, seeking 40 to 50 acres.
 - Project Scope
 - ♣ \$50 Million capital investment
 - ♣ 126 jobs

Innovation, Entrepreneurship, and Small Business Development

Entrepreneurship Ecosystem Assessment

- **Entrepreneurship Ecosystem Development**
 - The last six months marked steady progress in cultivating Broken Arrow’s entrepreneurial ecosystem. Following the successful launch of 1 Million Cups Broken Arrow in September, the program has hosted six local business presenters and welcomed 57 attendees, showcasing strong community engagement and early momentum. Staff also discovered and began engaging with a new coworking space in South Broken Arrow that will serve as a key partner in supporting entrepreneurs and advancing innovation district efforts.
- **Program Expansion & Strategic Partnerships**
 - The team continued expanding the city’s entrepreneurial support framework by exploring opportunities to create a cohort-style support program and additional offerings for small businesses. Staff met with PartnerTulsa to learn about their microgrant program and identify best practices for small business support. Ongoing collaboration with Entrepreneurial Support Organizations (ESOs) and ecosystem partners is helping align resources and strengthen the foundation for future programming.
- **Innovation & Industry Alignment**
 - BAEDC leadership toured LIFT, a manufacturing innovation institute in Detroit, to explore advanced manufacturing technologies, workforce development

initiatives, and industry partnerships that could inform future strategies for Broken Arrow's manufacturing sector. These insights will support long-term efforts to integrate innovation and entrepreneurship into local economic development priorities.

- **Community Engagement & Ecosystem Connectivity**
 - Staff continued outreach to local entrepreneurs, small business owners, and stakeholders to build awareness and participation in 1 Million Cups Broken Arrow and related initiatives. The team participated in the Startup World Cup regional event at Gradient, gaining insights into regional innovation trends and strengthening relationships with startup ecosystem partners. These efforts reinforce BAEDC's role as a connector and advocate for small business growth and innovation in Broken Arrow.
- **Entrepreneurship Support Meetings: 15**

Workforce Development

Summary

- **Strategic Talent Attraction Initiatives**
 - BAEDC continued to advance Broken Arrow's workforce development and talent attraction strategy through proactive outreach and programming. Staff represented the community at the Texas A&M Engineering Career Fair, engaging directly with engineering students to promote career opportunities in Broken Arrow.
 - ♣ 126 students requested additional information about local opportunities
 - ♣ Close to 500 student resumes were collected
 - ♣ More than 10 students have since applied for Broken Arrow-based positions
 - Following the event, staff reviewed outcomes with the Workforce & Talent Attraction Committee and identified opportunities for employer collaboration at future fairs.
 - Staff attended the Tulsa Regional Chamber's State of Talent Luncheon to gain insights into statewide workforce trends influenced by technology and AI advancements.
- **Workforce Programming & Community Engagement**
 - The BAEDC facilitated multiple HR Roundtable events in partnership with Oklahoma CareerTech and the Oklahoma Employment Security Commission. These sessions focused on registered apprenticeship programs and Workforce Innovation and Opportunity Act (WIOA) funding, helping local employers access training and upskilling resources.
 - Staff attended the Be Pro Be Proud Workshop hosted by The State Chamber, joining statewide efforts to bring the program to Oklahoma to expand career awareness in key industries such as manufacturing, technology, and

construction. Additionally, staff participated in a Lightcast talent webinar to gain best practices from national peers in workforce recruitment and retention.

- **Career Awareness & Talent Pipeline Development**
 - The BAEDC continued its commitment to developing the next generation of local talent through hands-on programming. The BA Summer STEM Camp engaged nearly 20 high school students and 10 employers, connecting youth to careers in healthcare and STEM through tours and interactive activities. The Healthcare Career Day reached nearly 3,000 students across Union and Broken Arrow schools with participation from over 50 employer volunteers. Post-event surveys revealed that 35% of students had not previously considered a career in healthcare, while nearly 50% expressed an interest in further engagement.
 - BAEDC facilitated the Spring Career Fair, the community's premier hiring event. The fair brought together over 25 employers across multiple industries, connecting them with nearly 150 job seekers, resulting in 32 interviews and over 300 follow-up contacts.
- **Marketing, Partnerships & Storytelling**
 - Workforce and talent attraction messaging continued to expand through strategic storytelling and marketing initiatives. Staff collaborated with Golden Shovel Agency to produce new Be In BA success stories, including one featuring a staff member's personal relocation experience and another in partnership with Saint Francis Health System. Two new stories were published this quarter, with three more in production.
 - Additional outreach included the Oklahoma Business Expo, where staff showcased the Be In BA brand and connected with more than 50 individuals interested in local employment or business expansion opportunities.
 - Launched a virtual reality video project highlighting Broken Arrow's manufacturing and healthcare employers, an innovative tool that will enhance both talent attraction and workforce awareness efforts.
- **Employer Partner Meetings = 45**
- **Broken Arrow Job Board Year-to-Date Metrics:**
 - **10,451** page visits; **2,720** clicks on jobs; **34** job alert subscribers
 - **335** application engagements
- **Job Seeker April 2025 – September 2025 Metrics:**
 - Job seeker engagements = **329**
 - **335** application engagements (job board)
 - Job seeker placements = **3**

Arrow Forge

Summary

- **Strategic Planning & Vision Alignment**

- Progress continued advancing the Amplify 2.0 Strategic Plan, refining the long-term vision for the district. Discussion centered on incorporating incubator space to support startup and supplier growth, defining industry-focused districts, and aligning infrastructure with economic development objectives. The committee also reviewed rezoning strategies for district, recommending conversion to light industrial zoning to attract aerospace and advanced manufacturing companies while balancing community and policy considerations.
- Marketing strategies were explored, including leveraging the Arrow Forge brand and website, organizing familiarization tours, and launching targeted national campaigns to attract investment and position the district as a premier hub for innovation and industry in Broken Arrow.
- **Infrastructure & Site Development Progress**
 - Significant progress continued on the district’s infrastructure. The revised plat, which includes the addition of a roundabout to improve access and circulation, was approved by both the Planning Commission and City Council, marking an important milestone for the project. The lift station remains on track for completion in the fall, with roadwork expected by year-end.
- **Project Recruitment & Tenant Activation**
 - Momentum continued with CSI Aerospace announced as the first official tenant of Arrow Forge, a major milestone in activating the district and solidifying its role as a center for aerospace and advanced manufacturing. Staff also facilitated multiple site visits and virtual meetings with Project Rocko, a prospective aerospace company evaluating Broken Arrow as a top contender for future expansion.
- **Branding, Design & Committee Collaboration**
 - The committee continues to meet monthly, receiving updates from the City of Broken Arrow’s Engineering and Planning teams on platting, infrastructure timelines, and development readiness. These coordinated efforts demonstrate strong progress in transforming Arrow Forge from a concept into a cornerstone of Broken Arrow’s economic future.
 - Collaboration with Beck Design advanced the visual identity of Arrow Forge, with two entry signage design concepts presented to the Arrow Forge committee. After review, a preferred design was selected to move forward for feedback. Discussions also continued on the monument design at the district’s entrance, with Beck Design incorporating committee input to develop final options for approval.

Research Analysis, Strategic Planning, & Advocacy

Summary

- **Leadership Development & Professional Excellence**
 - President & CEO James Bell earned his Professional Community & Economic Developer (PCED) certification, reinforcing the organization’s commitment to

professional excellence and advancing the practice of economic development in Broken Arrow.

- The BAEDC team actively pursued professional growth through participation in major industry conferences, including the International Economic Development Council (IEDC) Annual Conference, the Southern Economic Development Council (SEDC) Annual Conference, and the ACCE Economic & Community Development Roundtable, gaining insight into emerging trends, workforce strategies, and innovative practices to strengthen local initiatives.
- **Regional & Statewide Engagement**
 - Staff maintained a strong presence in regional and statewide networks to ensure Broken Arrow's voice is represented in key economic discussions. The team participated in Select Oklahoma's membership meeting, All In for Oklahoma calls, and OneVoice Task Forces, helping shape legislative and policy priorities that support economic competitiveness. Attendance at the Oklahoma Workforce Commission Listening Session, State of the State, and State of the Tribal Nations further aligned Broken Arrow's efforts with statewide goals and regional collaboration.
 - The Vice President of Economic Development also engaged with Wagoner County Economic Development and Tulsa's Future partners to strengthen regional coordination and identify shared opportunities for growth.
- **Community Outreach & Legislative Engagement**
 - The EDC played an active role in fostering relationships with community and state leaders through a variety of outreach efforts. Highlights included coordinating manufacturer tours for 25 Oklahoma House Representatives as part of the Capitol to Community event, showcasing local employers such as Arrowhead Winch, Rise Armament, and Zeeco's Global Technology Center. These tours provided lawmakers with firsthand insight into Broken Arrow's manufacturing strengths and workforce impact.
 - Additional engagement included hosting a Housing Roundtable with developers to discuss local market needs, attending BA Day at the Capitol, and representing the community at the Adams Creek Town Center groundbreaking, a major mixed-use development that will expand the city's commercial footprint. Staff also attended the State of Education event with NSU President Dr. Rodney Hanley and participated in NSU's SB701 celebration, emphasizing continued alignment between education, workforce, and economic priorities.
- **Recognition, Reporting & Strategic Initiatives**
 - The BAEDC earned the Gold Award for Excellence in Economic Development from IEDC for its Grounds for Development publication—an achievement that highlights the team's commitment to excellence in storytelling and community promotion.
 - The team introduced a new Retail Report, compiled monthly using data from CoStar, and began providing it to the City. The report highlights key market

indicators such as occupancy rates, average price per square foot, and retail trends in Broken Arrow. In addition, staff initiated the quoting process for a website refresh to enhance user experience and better showcase the community's business opportunities.

- **Research Requests:**

- **Business Resources: 6**

- ♣ Delivered information for a developer interested in putting in a daycare. This included information on new/existing housing developments and available retail space.
- ♣ Delivered market insights on the office space leasing market to give insight on why a listing is on the market longer than expected.
- ♣ Delivered property search for nonprofit seeking an office space of around 1,400-1,600 SF for lease.
- ♣ Provided water & sewer capacities from RFPs to business looking to ensure their land is competitive with other plots.
- ♣ Researched and compiled general building specifications to support Zeeco's masterplan development.

- **City of Broken Arrow: 4**

- ♣ A satisfaction survey regarding Oklahoma Natural Gas and their responsiveness to new connections and issues.
- ♣ Collected and provided current employer data to the City of Broken Arrow's TED team to assist with a developer request.
- ♣ Provided PlacerAi data to City's TED Team for their July Block Party Event.
- ♣ City requested information on the top 10 largest employers for their annual report.



City of Broken Arrow

Request for Action

File #: 25-1750, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 12-16-2025**

Title:

Presentation and discussion of the Broken Arrow Chamber of Commerce 2025 Best Practices trip to Franklin and Murfreesboro TN

Background:

The Broken Arrow Chamber of Commerce recently lead a Best Practices trip to a peer community. The goal is to take a team comprised of local business and civic leaders to a community identified as a successful leader in workforce, innovation, education and quality of place, for the purpose of learning best practices and developing new ideas that could be applied to Broken Arrow. This year Franklin and Murfreesboro TN were selected due to their similarities in size and characteristics to Broken Arrow. Broken Arrow Chamber President James Bell will provide the Authority with an overview of the trip.

Cost: None

Funding Source: N/A

Requested By: Travis Stephens, Economic Development Director

Approved By: City Manager's Office

Attachments: NA

Recommendation:

No action needed

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

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

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

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

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

WHEREAS, BAEDA was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982, August 4, 1983, and March 18, 2014 (the "Authority Trust Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, *et seq.*; and

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

WHEREAS, a declared goal of BAEDA is to encourage and facilitate economic

development within and near the City by attracting new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City; and

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

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

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

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

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

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

WHEREAS, both the City and the BAEDA deem it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of economic development activities and the program contained in this Contract and have determined such actions are in the best interests of the City and the health, safety, and welfare of the City and residents within and near the City;

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

SECTION 1: PARAMETERS OF CONTRACT AND RESPONSIBILITIES OF THE BAEDC

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

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

I. RESEARCH ANALYSIS/STRATEGIC PLANNING/ECONOMIC OUTLOOK

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

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

II. BUSINESS RETENTION & EXPANSION

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

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

III. BUSINESS ATTRACTION

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

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

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

- b) Create marketing pieces to distribute to site selectors and commercial retail brokers and include them in a quarterly report.
- c) Develop relationships with site selectors and commercial retail brokers by attending trade shows and call trips with the Oklahoma Department of Commerce, Tulsa's Future (Tulsa Regional Chamber), and the Oklahoma Governor's Economic Development Marketing Team. BAEDC will provide a report to the City of BA in regard to these meetings and relationships twice a year. The BAEDC will regularly report key items from meetings to the Economic Development Director.
- d) Respond to state, national and international Request for Proposals (RFP) and Requests for Information (RFI) from companies directly seeking to 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 15th day of each month, the BAEDC shall submit to BAEDA a Monthly Activity Report summarizing services and activities that accurately state the progress made in implementing the terms, conditions and scope of work required by this Contract for the previous month. This Monthly Activity Report shall accompany an invoice requesting payment not to exceed the agreed upon monthly amount as outlined below.

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

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

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

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

SECTION 6: NONDISCRIMINATION

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

SECTION 7: COMPLIANCE WITH LAWS

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

SECTION 8: TERM AND TERMINATION OF CONTRACT

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

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

SECTION 9: LOBBYIST

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

SECTION 10: BIDDING

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

SECTION 11: RIGHT TO SUBCONTRACT

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

SECTION 12: NOTICES

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

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

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

SECTION 13: INTERPRETATION OF LAW

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

SECTION 14: ASSIGNMENT

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

SECTION 15: CONSTRUCTION

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

SECTION 16: AMENDMENTS

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

SECTION 17: SEVERABILITY

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

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

Debra 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

