



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, July 14, 2026

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. [26-1027](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of June 15, 2026
 - B. [26-1004](#) Ratification of the Claims List Check Register Dated June 30, 2026
- 4. Consideration of Items Removed from Consent Agenda**
- 5. Public Hearings, Appeals, Presentations, Recognitions, Awards-NONE**
- 6. General Authority Business**
 - A. [26-1059](#) Consideration, discussion and possible approval of and authorization to execute an Economic Development Agreement between Rise Grind & Ride, LLC, and the Broken Arrow Economic Development Authority
- 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 #: 26-1027, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 07/14/2026**

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of June 15, 2026

Background:

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

Cost: \$0

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: June 15, 2026, BAEDA Minutes

Recommendation:

Approve the minutes of the June 15, 2026, Broken Arrow Economic Development Authority Meeting.



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

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

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

Tuesday, June 15, 2026

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:26 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 26-59 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of June 1, 2026**
- B. 26-964 Approval of the Special Joint Meeting (Budget Workshop) minutes of May 12, 2026**
- C. 26-850 Acknowledgement of submittal of the May 2026 Broken Arrow Economic Development Corporation's Monthly Report**
- D. 26-950 Approval of letter of support for the nomination of Census Tract 40145030507 for Opportunity Zone 2.0 designation**
- E. 26-87 Ratification of the Claims List Check Register Dated June 08, 2026**

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

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

- A. 26-849 Presentation by the City Tourism & Economic Development Department for the second quarter of Calendar Year 2026**

Tourism and Economic Development Director Travis Stephens presented his department's findings for item 26-849. He opened with new businesses that have opened, or are set to open soon: Five Below, Books a Million, TJ Maxx, Home Depot, and Hobby Lobby. Mr. Stephens then presented a graph that shows the population growth in Broken Arrow from the 1980s to 2026 which shows consistent growth. Related to that, New Orders Weekly put together housing starts data charts and Broken Arrow's rates have grown to surpass Tulsa. These new homes

and population growth directly correlate with retail growth and new businesses opening within the city. Mr. Stephens discussed three businesses that have moved out of the Rose District in 2026 but highlighted five new businesses which are moving into the district. Public investment resulted in private business growth in New Orleans Square.

Tourism Manager Makala Barton spoke about tourism for this item, highlighting key performance indicators related to hotel/motel data. From July of 2025 to April 2026 hotel-motel lodging tax is up 2.8% and occupancy is up 2.9% from the last year. The average daily rate is up to \$101.70, higher than average for the State of Oklahoma. Revenue per available room is \$58, up 4.1% from last year. Lodging tax collections are up 2.8% and hotel sales tax is up 5.1%. Last year, visitors that live 50 or more miles away spent \$140 million in Broken Arrow, that is \$4.9 million in sales tax which equals 6.7% of the total sales tax that Broken Arrow gains and uses. The film incentive for the pilot program was \$100,000 and so far, \$85,000 has been awarded. The filming equaled about \$500,000 in direct spending and over a thousand hotel room nights. Coming up there a few golf tournaments to bring in visitors and revenue. Recently, Broken Arrow won the Merit Award for best marketing campaign. With this positive work, a national marketing agency has been hired.

6. General Authority Business

A. 26-843 Consideration, discussion, and possible approval of the proposed Fiscal Year 2027 Financial Plan for the Broken Arrow Economic Development Authority

Director of Finance Cindy Arnold spoke about the 2027 financial plan before the city council earlier in the night and requested the budget for the Broken Arrow Economic Development Authority be approved.

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

Move to approve

The motion carried by the following vote:

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

7. Remarks and Inquiries by Governing Body Members

Trustee Ford is the President of Women in Municipal Government for National League of Cities. Trustee Ford announced that the 2026 summer conference will be held in Broken Arrow later in the month.

8. Remarks and Updates by City Manager and Staff- NONE

9. Executive Session- NONE

10. Adjournment

The meeting was adjourned at 8:45 p.m.

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

Move to Adjourn

The motion carried by the following vote:

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

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 26-1004, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 07/14/2026**

Title:

Ratification of the Claims List Check Register Dated June 30, 2026

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from June 09, 2026 through June 30, 2026 checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$8,587,658.30 for the various funds.

Governmental Funds	\$5,940,156.21
BAMA	\$ 2,595,145.96
BAEDA	<u>\$ 52,356.13</u>
Total	\$8,587,658.30

A summary by funds and detail are attached.

Cost: \$52,356.13

Funding Source: BAEDA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated June 30, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 06/30/2026

City of Broken Arrow
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	351,424.71	1,056
220	BA MUNICIPAL AUTHORITY	2,595,145.96	1,447
226	STORMWATER CAPITAL IN LIEU OF	124,165.64	1
227	CVB-HOTEL MOTEL	55,528.28	45
329	VEHICLE REPLACEMENT FUND	115,966.70	8
330	SALES TAX CAPITAL IMPROVEMENT	1,232,649.45	21
331	POLICE ENHANCEMENTS	8,972.02	1
332	PARK & REC CAP IMPROV	45,136.00	1
341	ALCOHOL ENFORCEMENTS	38,520.00	1
342	STREET LIGHT FUND	39,069.20	18
343	STREET SALES TAX FUND	718,623.39	36
344	PS SALES TAX POLICE	349,847.59	579
345	PS SALES TAX FIRE	169,262.61	346
349	OPIOID SETTLEMENT FUND	279.98	1
592	2014 BOND ISSUE	125.00	1
593	2018 BOND ISSUE	2,570,213.91	23
660	WORKERS COMPENSATIONS	97,758.51	11
661	GROUP HEALTH AND LIFE	13,375.22	4
882	AGENCY FUND DEPOSITS	9,238.00	9
887	ECONOMIC DEVELOP AUTHORTY	52,356.13	4
Total		8,587,658.30	3,613

City of Broken Arrow
Check Register by Fund



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06/18/2026	339833	1115 BROKEN ARROW ECONOMIC	1470	1470 MAY 2026	8871700 550700		2026/12	35,416.66
					Total For Check #	339833		35,416.66
06/25/2026	340029	2243 ADVANCED WORKZONE	0037328-IN	Parking lot striping-Zack Smith/Jeff Johnson	8871700 570150	2417210	2026/12	14,000.00
					Total For Check #	340029		14,000.00
06/25/2026	340063	3018 CRAFCO INC	9403726024	CRACK SEALING-For Jeff Johnson	8871700 570150	2417210	2026/12	1,440.00
					Total For Check #	340063		1,440.00
06/25/2026	340078	355 G W VAN KEPPEL COMPANY	PSO441142-1	Pavement Saver Spray Wand-Jeff Johnson	8871700 570150	2417210	2026/12	1,499.47
					Total For Check #	340078		1,499.47
Total For Fund								52,356.13
Number of Invoices For Fund								4
Total For ALL Checks								8,587,658.30
Total Number of Invoices								3,613



City of Broken Arrow

Request for Action

File #: 26-1059, Version: 1

Broken Arrow Economic Development Authority

Meeting of: 07/14/2026

Title:

Consideration, discussion and possible approval of and authorization to execute an Economic Development Agreement between Rise Grind & Ride, LLC, and the Broken Arrow Economic Development Authority

Background:

A declared goal of the City of Broken Arrow is to encourage, facilitate and promote economic growth within and near the city by attracting and expanding both new and existing industry and commercial business.

Rise Grind & Ride Espresso Café began operating as a Broken Arrow Farmers Market eleven years ago. Four years later it grew to the level of being able to operate out of a brick-and-mortar location at the northern commercial edge of the Rose District at 521 N Main St. After over a decade of serving the Broken Arrow community, the business has outgrown its current location and needs to expand.

For nearly four years, this highly visible property at 224 S Main St. has remained vacant with plywood covered windows, creating a significant blight at one of the Rose District's most prominent intersections. This project presents an opportunity to transform a long-dormant building into a welcoming and vibrant center of commerce and community activity worthy of our award-winning downtown.

Upon completion, this project will introduce a new business concept currently void in the Rose District: a neighborhood market and deli offering grab-and-go food, everyday grocery essentials, and locally sourced products. This business model also fills a critical gap in the downtown marketplace by providing nearby residents, employees, and visitors with convenient access to everyday necessities such as milk, bread, eggs, prepared foods, and other essentials. The walkable retail experience supports the growing demand for an urban downtown lifestyle while reducing the need for additional vehicle trips.

The project will generate new sales tax revenue, create new jobs, increase pedestrian activity, strengthen downtown vitality, and expand the Rose District's portfolio of retail offerings. It will also remove a long-standing eyesore and replace it with an active, productive business that enhances the district's overall appeal and economic performance.

Rise Grind & Ride, LLC, submitted an incentive application, with a request to cost-share in the rehabilitation of a vacated retail property within the Broken Arrow Rose District, located at 224 S Main Street. The proposed project includes renovating a 2,200 square foot, highly visible commercial space with a total capital investment of approximately \$255,310.

The reasons provided above were taken into consideration by City leadership, and upon review it was determined that the project is eligible for an incentive based on the Incentive Policy guidelines, and therefore recommends the following:

Upon completion and renovations to the property at 224 S Main Street, and the opening of the District Mercantile at that location, the City shall reimburse the Rise Grind & Ride, LLC, a sum amount not to exceed \$80,000.00. This amount is intended to cover 100% of the city permitting and inspection fees associated with the project and up to 50% of the

renovation of physical aspects of the commercial space.

Cost: Not to exceed \$80,000

Funding Source: Broken Arrow Economic Development Authority

Requested By: Travis Stephens, Tourism & Economic Development Director

Approved By: City Manager's Office

Attachments: Economic Development Agreement

Recommendation:

Approve and authorize the execution of the Economic Development Agreement.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("the Agreement") made effective as of the _____ day of _____, 2026 ("the Effective Date"), by and between the **BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**, an Oklahoma public trust (together with its successors and assigns, "the Authority"), and **THE CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation (together with its successors and assigns, "the City", which term, when used in such context, shall also mean and refer to the areas within the territorial limits of the City), and **Rise Grind & Ride, LLC**, an Oklahoma limited liability company (together with its successors and assigns, "the Developer").

WITNESSETH:

WHEREAS, Rise Grind & Ride, LLC, has operated Rise Grind & Ride Espresso Café located at 521 N. Main Street, Broken Arrow, Oklahoma, for a period of seven (7) years; and

WHEREAS, Rise Grind & Ride Espresso Café has outgrown its current location and desires to relocate and expand within the heart of the Rose District in downtown Broken Arrow; and

WHEREAS, the Developer has identified 224 S. Main Street to relocate and expand his business to add a "District Mercantile," which will provide a deli style establishment, merchandise, and grocery type items in addition to the espresso café and which will require significant renovation to the property; and

WHEREAS, the City reasonably expects that the development of the identified location will increase overall sales tax revenues for the City; and

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

WHEREAS, the City recognizes that the relocation and expansion of Rise Grind & Ride will have both direct and indirect economic benefits for the City and through such relocation and expansion reasonably expects (i) to realize increased sales tax revenues from project based sales in the City; (ii) that the renovation to 224 S. Main Street will generally enhance property values both residential and commercial within the City; and (iii) that the relocation and expansion of Rise Grind & Ride will otherwise contribute significantly to the economic wellbeing of the citizens of, and residents within and near, the City, and those in Tulsa County and the State of Oklahoma ("the State") generally; and

WHEREAS, the City also recognizes that the relocation and expansion of Rise Grind & Ride in this area in the City is reasonably expected to attract organizations, individuals, and customers from without the City's territorial limits with the reasonably expected result of encouraging and facilitating additional economic development within and near the City, and downtown in particular, and promoting the expansion of existing industry, commercial, and retail enterprises within the City; and

WHEREAS, in connection with such reasonable expectations and following negotiations with the Developer, the City has determined that it is necessary and appropriate for the City to provide the Developer with development incentives in an aggregate amount of not to exceed \$80,000.00; and

WHEREAS, implementation of this Agreement, which is reasonably expected to facilitate the realization of the aforesaid economic benefits to the City, downtown, and general area, would otherwise be difficult or impractical without certain development incentives, apportionments, and appropriations for such purposes of certain City sales tax revenues and other forms of public assistance; and

WHEREAS, the City is implementing the economic development and redevelopment objectives of the City in accordance with the approved Broken Arrow FlightSafety and Downtown Economic Development Project Plan (hereafter referred to as "the Project Plan") and Increment District No. 1 City of Broken Arrow; and

WHEREAS, the City desires to utilize these economic development incentives for this project in order to reverse the condition of arrested economic development and to bring about new activity in downtown Broken Arrow, expand economic development, and attract new businesses and cultural arts; and

WHEREAS, the City deems it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of the relocation and expansion of Rise Grind & Ride Espresso Café and has determined such actions are in the best interests of the City and the health, safety, and welfare of the City and residents within and near the City.

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

ARTICLE I

OBLIGATIONS OF DEVELOPER

1.1 Development of Premises. Developer shall obtain all permissions and authority to complete the development as described herein from the premises owner and shall diligently undertake the development and renovation of the property located at 224 S. Main Street, Broken Arrow, Oklahoma, in accordance with the proposed construction plan, which is attached hereto as Exhibit "A" and incorporated herein. Substantial Completion of the Project (as evidenced by issuance of a final Certificate of Occupancy) shall occur no later than December 31, 2026, subject to extension solely for Unavoidable Delays under Section 3.11. Developer shall provide the City with written quarterly progress reports during the construction period.

1.2 Operation of Project. For a period of five (5) years following the issuance of the Certificate of Occupancy for the Project, Developer shall continuously operate the espresso café and District Mercantile at the Premises as a going concern open to the public during normal business hours consistent with similar businesses in the Rose District. If Developer ceases operations for more than ninety (90) consecutive days (other than for Unavoidable Delays or temporary closure for remodeling or repair not exceeding one hundred eighty (180) days) or relocates the primary business operations outside the territorial limits of the City without the prior written consent of the City, Developer shall repay to the City, within sixty (60) days of demand, a pro-rata portion of the total incentive actually received, calculated by multiplying the total incentive paid by a fraction, the numerator of which is the number of full months remaining in the five (5) year period at the time of cessation or relocation, and the denominator of which is sixty (60). This obligation shall survive termination of this Agreement.

ARTICLE II

OBLIGATIONS OF THE CITY

2.1 Financial Assistance to the Developer. The City agrees, upon submission by the Developer to the City of complete and satisfactory documentation of paid Eligible Construction Costs (as defined in Exhibit "B" attached hereto and incorporated herein), to reimburse the Developer for fifty percent (50%) of the total Eligible Construction Costs, less any builder and/or developer fees, in an aggregate amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00), as an economic incentive to develop and renovate the property located at 224 S. Main Street, Broken Arrow, Oklahoma. The following procedures and conditions shall apply to all reimbursements:

(a) Developer shall submit reimbursement requests in writing to the Economic Development Director (or his designee), accompanied by: (i) itemized invoices from all contractors, subcontractors, and suppliers; (ii) proof of payment (canceled checks, wire transfer confirmations, or credit card statements); (iii) conditional or final lien waivers from all contractors, subcontractors, and major suppliers in a form acceptable to the City; and (iv) such other documentation as the City may reasonably request to verify the costs and that the work was performed in accordance with Exhibit "A".

(b) The City shall have thirty (30) days from receipt of a complete reimbursement request to review, approve, or request additional information. If additional information is requested, the thirty (30) day period shall reset upon receipt of such information.

(c) Upon issuance of a final Certificate of Occupancy by the City, successful opening of the business to the public, and City approval of a complete reimbursement request from the developer, the City shall issue payment to Developer within thirty (30) days.

(d) The City reserves the right, at its sole cost and expense, to audit Developer's books, records, and accounts relating to the Project and any reimbursement claims for a period of three (3) years following the date of final payment under this Agreement. Developer shall cooperate fully with any such audit.

(e) Reimbursement is expressly subject to the availability of funds and compliance with all applicable provisions of the Project Plan for Increment District No. 1 and the City's Local Incentive Policy.

2.2 Permit Fee. Costs for required permit fees shall be included in the reimbursement by the City as otherwise described in Section 2.1 above up to the limitations set forth and described therein.

ARTICLE III

GENERAL PROVISIONS

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

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

3.3 Applicable Law, Severability, and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any legal action arising out of or relating to this Agreement shall be exclusively in the District Court of Tulsa County, Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the City and the Developer with respect to the subject matter of this Agreement, there being no terms, conditions, warranties, or representations with respect thereto other than as contained herein.

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

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

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

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

To Developer: Randall Ryan, Rise Grind & Ride, LLC, [Insert Full Street Address], Broken Arrow, Oklahoma 74012

To The City: City Manager, The City of Broken Arrow, PO Box 610, 220 South First Street, Broken Arrow, Oklahoma 74012

To The Authority: Broken Arrow Economic Development Authority, PO Box 610, 220 South First Street, Broken Arrow, Oklahoma 74012

with copies to: Trevor Dennis, City Attorney, The City of Broken Arrow, PO Box 610, 220 South First Street, Broken Arrow, Oklahoma 74012

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

3.8 Assignment. Neither party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

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

3.10 Modifications. This Agreement cannot be changed orally and no executory agreement shall be effective to waive, change, modify, or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.

3.11 Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays.

3.12 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action.

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

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

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

3.16 Insurance. During the term of this Agreement and until final completion of the Project and payment of all reimbursements, Developer shall maintain, at its sole cost and expense, the following insurance coverage with insurers licensed to do business in Oklahoma and rated A-VII or better by A.M. Best: (a) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, naming the City and the Authority as additional insureds; (b) Builder's Risk Insurance (or equivalent property insurance) covering the full replacement value of the improvements during construction; and (c) Workers' Compensation Insurance as required by Oklahoma law. Developer shall provide certificates of insurance to the City upon request and shall provide at least thirty (30) days' prior written notice of any cancellation or material change.

3.17 Indemnification. Developer shall indemnify, defend, and hold harmless the City, the Authority, and their respective officers, employees, agents, and representatives from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the Project, the construction activities, or the operation of the business at the Premises, except to the extent caused by the sole negligence or willful misconduct of the City or the Authority. This indemnification obligation shall survive the termination or expiration of this Agreement.

3.18 Representations and Warranties of Developer. Developer represents and warrants to the City and the Authority that: (a) it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Oklahoma; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution and delivery of this Agreement and the performance of its obligations have been duly authorized by all necessary action; (d) it has (or will have prior to commencement of construction) adequate financing or resources to complete the Project; (e) the Project will be constructed in compliance with all applicable laws, codes, ordinances, and regulations; and (f) there is no pending or, to its knowledge, threatened litigation or governmental proceeding that would materially adversely affect its ability to perform under this Agreement.

3.19 Events of Default and Remedies. (a) The following shall constitute Events of Default: (i) failure by Developer to complete the Project by the deadline set forth in Section 1.1 (subject to Unavoidable Delays); (ii) material breach of any covenant, term, or condition of this Agreement that remains uncured for thirty (30) days after written notice (or sixty (60) days if the breach cannot reasonably be cured within thirty (30) days, provided Developer commences

cure within thirty (30) days and diligently pursues cure to completion); (iii) submission of false or fraudulent documentation in support of a reimbursement request; (iv) insolvency, bankruptcy, or assignment for the benefit of creditors by Developer; or (v) cessation of operations or relocation in violation of Section 1.2. (b) Upon the occurrence of an Event of Default, the City may exercise any or all of the following remedies: (i) withhold any unpaid reimbursement amounts; (ii) terminate this Agreement; (iii) require immediate repayment of all incentive amounts previously paid, together with interest at the rate of six percent (6%) per annum from the date of payment; (iv) pursue specific performance or injunctive relief; and (v) pursue any other remedy available at law or in equity. The remedies herein are cumulative and not exclusive.

3.20 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect until the later of: (i) the date on which the City has paid the full amount of the incentive or the \$80,000.00 cap has been reached; (ii) the expiration of the five (5) year operating period under Section 1.2; or (iii) the expiration of the three (3) year audit rights period under Section 2.1(d). The provisions of Sections 1.2, 3.13, 3.17, 3.19, and 3.20 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized officials, as of the date first above written.

Rise Grind & Ride, LLC

BY: _____

Name: Randall Ryan

Title: Manager / Member

The Broken Arrow Economic Development Authority

BY: _____

Debra Wimpee, Chairman

ATTEST:

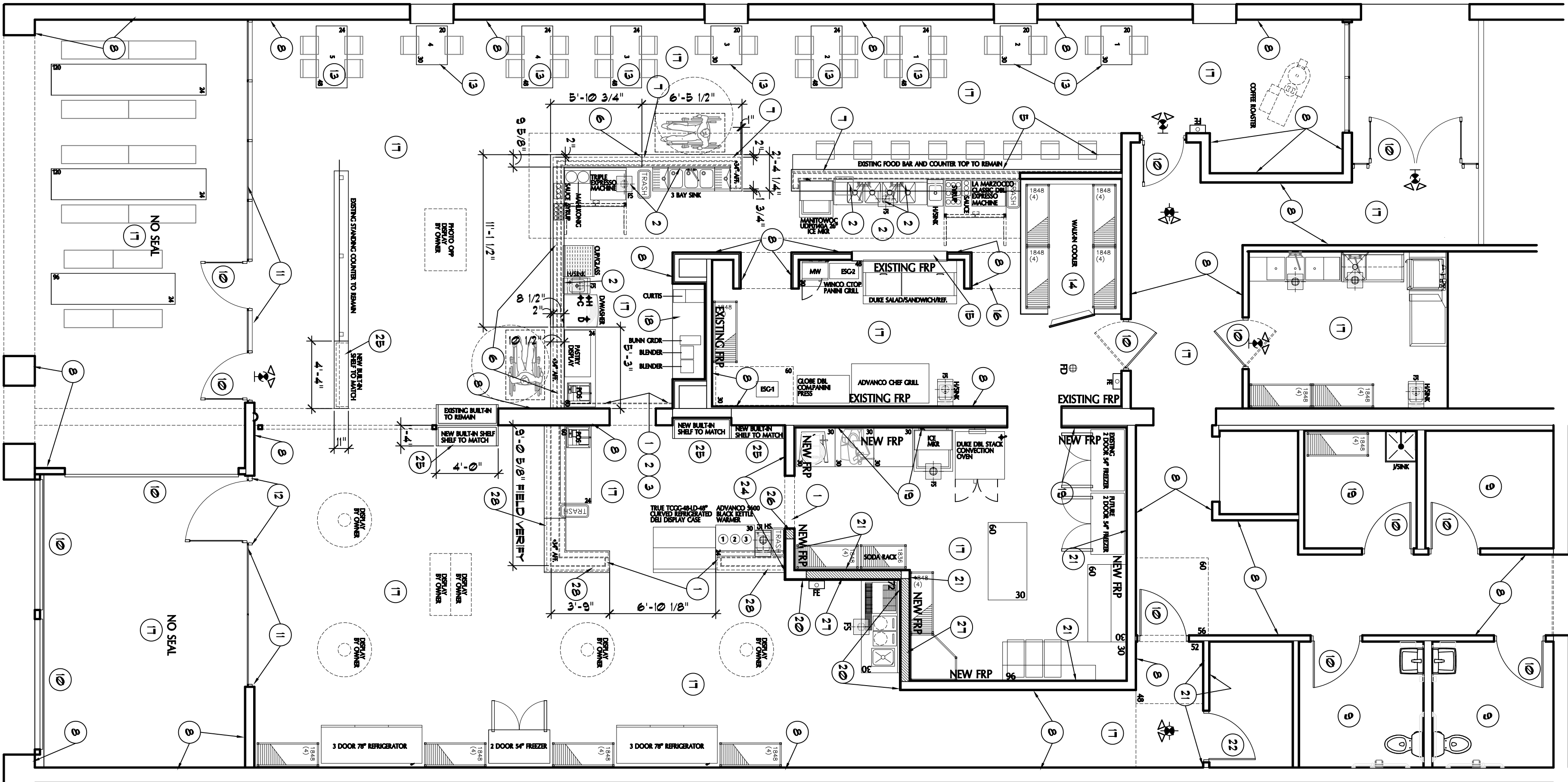
BY: _____

City Clerk

Approved as to Form:

James Walters, Deputy City Attorney

City of Broken Arrow



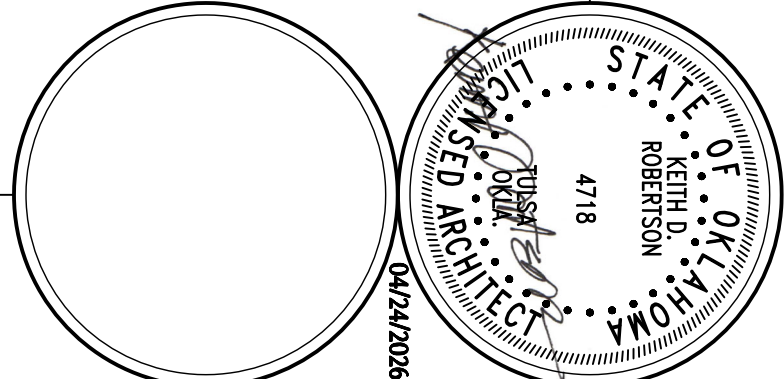
GROUND LEVEL NEW WORK FLOOR PLAN

1/4"=1'-0"

KEYED NOTES:

1. REMOVE INTERIOR WALL FINISHES REMAINING AS SHOWN AND DISPOSE OF PROPERLY TO APPROVED CONSTRUCTION DEBRIS LANDFILL SITE. FIELD VERIFY ALL REMAINING CONDITIONS TO BE REMOVED TO REMAIN. CLEAN AND PREP TO ACCEPT NEW FINISH/FINISH ASSEMBLIES. RE: NEW WORK FLOOR PLAN.
2. BAY SINKS DISMISHER UNITS AND ALL EQUIPMENT REQUIRING WATER/WASTE SERVICES. REROUTE AS REQUIRED RE: NEW WORK FLOOR PLAN.
3. REMOVE ALL REMAINING ELECTRICAL REMAINING FIXTURES AND MISCELLANEOUS WIRING IN ITS ENTIRETY AND DISPOSE OF PROPERLY TO APPROVED CONSTRUCTION DEBRIS LANDFILL SITE. TERMINATE ALL POWER SOURCES/LINES BACK TO REMAIN WORKS. REMOVE ALL REMAINING ELECTRICAL SUPPLY/LIGHTING LOCATIONS.
4. REMOVE ALL REMAINING CONCRETE/SLAB FLOORING. REMOVE ALL REMAINING CEILING LIGHTS AND DISPOSE OF PROPERLY TO APPROVED CONSTRUCTION DEBRIS LANDFILL SITE. FIELD VERIFY ALL REMAINING CONDITIONS TO BE REMOVED TO REMAIN. CLEAN AND PREP TO ACCEPT ALL NEW MECHANICAL LAYOUTS. RE: NEW WORK REFLECTED CEILING PLANS AND UTILITY FLOOR PLANS.
5. EXISTING FOOD COUNTERS/BACKS/OUTER WALL FINISHES AND INTERIOR WALL FINISHES TO REMAIN. MODIFY ONLY AS REQUIRED BACK OF WALL TO ACCEPT TO PLUMBING/ELECTRICAL AS REQUIRED. PREP TO ACCEPT NEW REP FINISH ON 5/8" UR GYP. BD SHEATHING. FRP COLOR WHITE.
6. EXISTING OUTER CONC. WALL FINISHES AND INTERIOR WALL FINISHES TO REMAIN. MODIFY ONLY AS REQUIRED BACK OF WALL TO ACCEPT TO PLUMBING/ELECTRICAL SERVICES. PREP TO ACCEPT NEW REP FINISH ON 5/8" UR GYP. BD SHEATHING. FRP COLOR WHITE.
7. EXISTING OUTER WALL FINISHES TO REMAIN. NO WORK.
8. EXISTING WALL FINISHES TO REMAIN. NO WORK.
9. EXISTING RESTROOMS TO REMAIN. NO WORK.
10. EXISTING DOOR UNITS TO REMAIN. NO WORK.
11. EXISTING ALUMINUM STOREFRONT SIDELIGHT UNIT/DOOR UNIT TO BE REMOVED. PREP FOR NEW 4'-0" W DOOR UNIT.
12. EXISTING ALUMINUM STOREFRONT SIDELIGHT UNIT/DOOR UNIT TO BE REMOVED. PREP FOR NEW 4'-0" W DOOR UNIT.
13. EXISTING TABLES/CHAIRS TO REMAIN. RELOCATED AND BOLTED TO FLOOR AS SHOWN. FIELD VERIFY PRIOR TO INSTALLATION.
14. EXISTING WALK-IN COOLER UNIT TO REMAIN. FIELD VERIFY TO ENSURE PROPER CONDENSATION LINE IS PROVIDED AND INSTALLED PRIOR TO ACTIVATING UNIT FOR SERVICE.
15. EXISTING FABS TRIM/FINISHES TO REMAIN. NO WORK.
16. EXISTING SCOFF FINISHES AND LIGHT FIXTURES TO BE REMOVED. FIELD VERIFY TO MATCH EXISTING SCOFF INSTALLATION.
17. EXISTING CONC. FLOOR FINISHES TO REMAIN. CLEANED AND SEALED. FIELD VERIFY PREVIOUSLY CUT TRENCH LOCATIONS TO DETERMINE BEST ISSUES FOR NEW SINK/WASTE SERVICES LOCATIONS AND ENSURE REQUIRED SLOPES OF WASTE LINES.
18. EXISTING LOWER CABINET/COUNTER FINISHES TO REMAIN. NOT WORK.
19. NEW REP FINISH ON EXISTING 5/8" TYPE X GYP. BD ON 1" REINFORCED FLOORING CHANNELS TO REMAIN. PATCH/PAINT NEW AS REQ'D.
20. NEW DIBLOCK GEMENT BOARD WALL FINISH ON EXISTING OSB SHEATHING. FINAL FINISHES AND INSTALLATION DETAILS TO MATCH EXISTING DETAILS AND HGT. 5/8" TYPE X GYP. BD REINFORCED HGT. TO CEILING. PAINT FINISH GYP. BD.
21. NEW 5/8" GYP. BD WALL FINISH ON EXISTING OSB SHEATHING. FINAL FINISHES AND INSTALLATION DETAILS TO MATCH EXISTING. PAINT FINISH VARNER SOLID CORE DOOR/PLY. GLAZED W/ HOLLOM METAL FRAME. 3' X 7' X 3/4" SOLID 20MIN. DOOR.
22. LIGHT BIRCH VARNER SOLID CORE DOOR/PLY. GLAZED W/ HOLLOM METAL FRAME. 3' X 7' X 3/4" SOLID 20MIN. DOOR.
23. CUSTOM FABRICATED PLYWOOD BAR TOP FINISH. PROFILE AND DETAILS TO MATCH EXISTING. FIELD VERIFY.
24. NEW DIBLOCK FINISH ON 7/16" OSB SHEATHING ON EXISTING METAL STUD FRAMING. FINAL FINISHES AND INSTALLATION DETAILS TO MATCH EXISTING DETAILS AND HGT. 5/8" TYPE X GYP. BD REINFORCED HGT. TO CEILING. PAINT FINISH GYP. BD.
25. NEW BUILT-IN PLYWOOD FINISH SHELF UNIT TO MATCH EXISTING SHELF PROFILE/DETAILS. CLEAR SEAL FINISH.
26. NEW 5/8" GYP. BD WALL FINISH FULL HGT. ON NEW METAL STUD FRAMING. FINAL FINISHES AND INSTALLATION DETAILS TO MATCH EXISTING.
27. NEW 5/8" GYP. BD WALL FINISH ON NEW METAL STUD INFL. FRAMING. FINAL FINISHES AND INSTALLATION DETAILS TO MATCH EXISTING.
28. NEW FORMED CONC. WALL FINISH ON EXISTING OSB SHEATHING. FINAL FINISHES AND INSTALLATION DETAILS TO MATCH EXISTING.

AT RBA DEMO NW GROUND LEVEL PLAN



KEITH D. ROBERTSON ARCHITECT A.I.A. PLLC

4073 SW BLVD. (OLD ROUTE 66 HWY.)
P.O. BOX 9829 TULSA, OKLAHOMA 74157
TEL: 918-749-3510 FAX: 918-446-3276

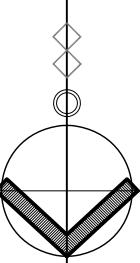
BROKEN ARROW, OKLAHOMA

224 N MAIN

TENANT SPACE REMODEL FOR
RUN GRIND RIDE COFFEE SHOP AND MERCANTILE

DEMOLITION AND NEW WORK
FLOOR PLAN

3/16"=1'-0"
APRIL 24 2026



A1

Exhibit B: Eligible Construction Costs

Only the costs below highlighted in yellow are eligible for reimbursement.

FACILITY UPGRADES

Outdoor Signage – Tulsa Sign Guy	\$5000
Architect fees, permitting - Keith Robertson	\$10,000
Bathroom upgrades estimated	<u>\$5,000.00</u>

EQUIPMENT	<u>\$65,300.00</u>
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Construction Cost Breakdown Per Unit

I. Demo	<u>\$1,500.00</u>
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II. Concrete Totals	<u>\$6,080.00</u>
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- Vertical Saw Work
- 2 Labor
- Slab Cut and Fill
- 3 Material
- 4 Labor
- 5 Steel

III. Electrical Mechanical & Plumbing Total	<u>\$68,820.00</u>
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- 6 Electric 200AMP Svc/Circuit ID Existing Panel
Scope of work detailed in Arch Plan
- 7 Mechanical Existing Unit Service/Relo of Return/
Misc Inspection of Ducting
- 8 Plumbing As Detailed in Plans
- 9 Lighting Fixtures LED Lay-in

IV. Interior Finishes Total	<u>\$70,875.00</u>
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- 10 Framing LM
- 11 Insulation LM
- 12 Drywall LM
- 13 Interior Doors LM
- 14 Washable Acoustic Ceiling/FRP/Duraroc LM
- 15 Painting
- 16 Misc Millwork
- 17 Counter Tops
- 18 Cabinets
- 19 Cleaning

V. Builder and Developer Fee	<u>\$22,735.00</u>
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\$152,275.00

TOTAL

Total Project Cost = \$255,310.00

City reimbursement **not to exceed** \$80,000.00

Equates to:

- 50% of \$152,275.00 estimated construction costs (\$76,137.50)
- And 100% reimbursement of city permitting and inspection fees