



**City of Broken Arrow**  
**Meeting Agenda**  
**Broken Arrow Economic Development**  
**Authority**

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

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**Tuesday, March 24, 2026**

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

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

**1. Call to Order**

**2. Roll Call**

**3. Consideration of Consent Agenda**

- A. [26-54](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of March 3, 2026
- B. [26-431](#) Approval of the Special Joint Meeting of Broken Arrow City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority minutes of May 22, 2025
- C. [26-370](#) Approval of and authorization to execute Fourth Amendment to Economic Development Agreement by and among PDG-Broken Arrow, LLC and the Broken Arrow Economic Development Authority and the City of Broken Arrow
- D. [26-349](#) Approval of Mutual Termination Agreement between Regent Bank and the Broken Arrow Economic Development Authority
- E. [26-429](#) Acknowledgement of submittal of the February 2026 Broken Arrow Economic Development Corporation's Monthly Report
- F. [26-413](#) Ratification of the Claims List Check Register Dated March 16, 2026

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

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

**6. General Authority Business**

- A. [26-383](#) Consideration and discussion of the Economic Development Briefing Sheets for the first quarter of Calendar Year 2026

**7. Remarks and Inquiries by Governing Body Members**

**8. Remarks and Updates by City Manager and Staff**

**9. Executive Session-NONE**

**10. Adjournment**

**NOTICE:**

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.

C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 26-54, **Version:** 1

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**Broken Arrow Economic Development Authority  
Meeting of: 03-24-26**

**Title:**

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of March 3, 2026

**Background:**

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Clerk's Office

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

**Attachments:** March 3 BAEDA minutes

**Recommendation:**

Approve the minutes of March 3, 2026, Broken Arrow Economic Development Authority Meeting



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

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

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

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**Tuesday, March 3, 2026**

**Council Chambers**

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**1. Call to Order**

Chairperson Debra Wimpee called the meeting to order at 7:22 p.m.

**2. Roll Call**

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

**3. Consideration of Consent Agenda**

- A. 26-53** Approval of the Broken Arrow Economic Development Authority Meeting Minutes of February 17, 2026
- B. 26-312** Approval of the conveyance of 10.00 acres of land in Arrow Forge, located in the Northwest Quarter of Section 33, Township 18 North, Range 14 East, in Broken Arrow, County of Tulsa, State of Oklahoma, from Broken Arrow Economic Development Authority (BAEDA) to CSI Aerospace, Inc., ratification of the execution of the General Warranty Deed, and authorization of the delivery and recording of the General Warranty Deed
- C. 26-325** Ratification of the Claims List Check Register Dated February 23, 2026

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

**Move to Approve the Consent Agenda**

The motion carried by the following vote:

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

**4. Consideration of Items Removed from Consent Agenda - NONE**

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

**6. General Authority Business - NONE**

**7. Remarks and Inquiries by Governing Body Members**

It was noted that several officials attended the opening of a new casino in Coweta and encouraged the Chamber and economic development team to consider development opportunities along Highway 51 to capture traffic from visitors traveling to the casino, such as hotels or other related businesses.

**8. Remarks and Updates by City Manager and Staff**

City Manager Michael Spurgeon explained that the city has begun early planning discussions with staff and stakeholders to develop a long-term vision for the Highway 51 corridor. With infrastructure improvements and projects like Arrow Forge expected to attract manufacturing and industrial growth, the area is anticipated also to drive demand for retail and commercial development. Initial conversations started late last year and are ongoing, with support from interested property owners, and the city expects to present preliminary ideas to the authority later this year.

**9. Executive Session - NONE**

**10. Adjournment**

The meeting was adjourned at 7:24 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green  
**Move to Adjourn**

The motion carried by the following vote:

**Aye: 5 -**

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

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary



# City of Broken Arrow

## Request for Action

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**File #:** 26-431, **Version:** 1

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**Broken Arrow Economic Development Authority  
Meeting of: 3-24-2026**

**Title:**

**Approval of the Special Joint Meeting of Broken Arrow City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority minutes of May 22, 2025**

**Background:**

Due to an administrative oversight, these minutes were not presented to the Authority for approval.

**Cost:** None

**Funding Source:** City Clerk Operational Fund

**Requested By:** City Clerk's Office

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

**Attachments:** **May 22, 2025, Special Joint Meeting Minutes**

**Recommendation:**

Approve the minutes of **May 22, 2025** Special Joint Meeting



**City of Broken Arrow  
Broken Arrow Economic  
Development Authority  
Special Joint Meeting  
Minutes**

Annex  
1811 S. Main St.  
Broken Arrow Ok  
74012

**Mayor Debra Wimpee  
Vice Mayor Johnnie Parks  
Council Member Lisa Ford  
Council Member Justin Green  
Council Member David Pickel**

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**Thursday, May 22, 2025**

**4:00 p.m.**

**Broken Arrow Senior Center**

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**SPECIAL JOINT MEETING**

**Broken Arrow City Council  
Broken Arrow Municipal Authority  
Broken Arrow Economic Development Authority**

**1. Call to Order**

Mayor Debra Wimpee called the meeting to order at 4:00 p.m.

**2. Invocation**

Tom Cook led the Invocation.

**3. Roll Call**

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

**4. Pledge of Allegiance to the Flag**

Council Member Lisa Ford led the Pledge of Allegiance.

**5. General Council Business**

- A. 25-682 Presentation, discussion, and possible direction regarding the revenues, expenditures and budgets of the City of Broken Arrow, Broken Arrow Municipal Authority, and the Broken Arrow Economic Development Authority, the proposed Fiscal Year 2026 Budgets and Financial Plans for the General Fund, Broken Arrow Municipal Authority, Broken Arrow Economic Development Authority and other funds of the City of Broken Arrow**

City Manager Michael Spurgeon presented Item 25-682 and opened the annual budget workshop by thanking council members and staff for their work on the fiscal year 2026 budget. He emphasized that the budget is one of the governing body's most important responsibilities because it serves as the operational blueprint for city departments. The workshop is intended to provide a high-level review of the proposed budget through a PowerPoint presentation that covers highlights from the budget message, an executive summary, a budget overview, and presentations from department leaders. Topics include BAMA operations, capital items, street

maintenance programs, general obligation bond projects, and manual fees. The session allows council members to review and ask questions before the formal public hearing on June 2, where a shorter presentation will be given and public comments accepted, followed by potential adoption at the second meeting in June. The executive summary section of the budget provides an overview of the proposed plan and outlines the city's top priorities across six focus areas.

City Manager Spurgeon explained that the city encourages residents to refer to their "utility bill" rather than a "water bill" because multiple services are included under the utility system. He outlined that the budget is developed to meet the council's directive to provide high-quality services while ensuring sufficient revenues for current needs, unexpected circumstances, and long-term financial stability. The city operates on a July 1–June 30 fiscal year, and the municipal budget serves as a blueprint for confirming priorities, determining service levels based on available resources, and guiding departmental work throughout the fiscal year. The budget is organized around six focus areas: public safety and community well-being, economic development, innovative government operations, fiscal sustainability and strategic investments, transformational community initiatives, and transparent communication.

The budget document includes the executive summary, departmental budgets, projected revenues and expenditures for each fund, the street maintenance plan, the proposed 2026 general obligation bond sale, OWRB loan projects, and manual fees, including the utility rate study. Revenues are estimated conservatively to ensure balanced funds and adequate reserves, with fund balances clearly shown for transparency. The City Manager also highlighted recent community achievements, including progress toward four-year programs at NSU and Broken Arrow being ranked the top city in Oklahoma and twelfth nationally. However, challenges remain, including flat sales tax growth, rising costs due to inflation—particularly construction costs increasing 60–70 percent since COVID—ongoing supply chain issues, and the city's heavy reliance on sales tax revenue. As a result, the budget projects only a 1.5 percent increase in sales tax while relying on conservative forecasting and growth in other revenue sources such as franchise and building permit fees.

Finance Director Tom Cook reported that the proposed Fiscal Year 2026 City of Broken Arrow budget totals \$455,957,612 across all funds, a 3.44% decrease from the FY2025 budget of \$472,198,240. Operational spending is \$181 million, a 9.58% increase, while capital outlay is \$232.5 million, a 12.95% decrease, as previously approved OWRB and 2018 general obligation bond projects continue moving forward and being spent. Debt service is \$42.1 million, a 6% increase, covering both property-tax-funded general obligation bonds and Oklahoma Water Resources Board loan payments.

The proposed workforce includes 1,020 authorized positions, consisting of 909 full-time and 111 part-time or seasonal employees. The General Fund, which covers primary city operations such as administration, parks, streets, IT, community development, finance, and HR, has a total budget of \$153.6 million, including expenditures, transfers, and projected ending balance, a 1.7% increase from FY2025. Projected General Fund revenues for FY2026 are \$98.6 million, about 5.44% higher than last year, with sales tax growth estimated conservatively at 1.5%. In contrast, other revenues, such as building permits, ambulance services, and fines, show stronger increases.

General Fund operating expenditures total about \$32 million, including \$21.9 million for personnel, \$8.5 million for services, and \$2 million for supplies. Significant transfers include \$21.4 million to BAMA, \$600,000 each to BAEDA from both BAMA and the General Fund, \$36.2 million to the police fund, and \$30.3 million to the fire fund. A new vehicle replacement fund will generate about \$2.1 million from a utility-bill fee to support citywide vehicle purchases, primarily for police and utility-related divisions. Additionally, the city's half-cent sales tax dedicated to capital improvements is expected to generate about \$10.9 million, funding \$22.5 million in pay-as-you-go capital projects listed in the budget document.

City Manager Spurgeon proposed allocating \$150,000 in the FY2026 budget to develop a new downtown master plan for the Rose District, noting that the district is now more than a decade old. The plan would involve hiring a consultant and forming a committee of citizens, business representatives, and community stakeholders to evaluate the district's successes, review the downtown overlay and zoning, and identify future opportunities from Kenosha to Washington. If the council agrees, the initiative would begin after budget approval with a consultant selection process and preliminary work, followed by committee meetings that could last about a year. The committee, potentially consisting of about 20 members including council representatives and community organizations, would ultimately provide recommendations to guide future downtown development and improvements.

City Manager Spurgeon stated that if the council supports the proposed downtown master plan initiative, staff would begin planning discussions in August to clarify council priorities before hiring a consultant. The consultant would review city codes, meet with council members, and help define goals for evaluating and guiding future development in the downtown area. Spurgeon emphasized the importance of the initiative due to upcoming transitions, including the Chamber relocating and the school district returning to its building. He noted that about 15 downtown properties have redevelopment potential and could be evaluated as part of a broader strategy to support economic growth, including possible property acquisition to influence development. If approved, the initiative will be added to the FY 2026 executive summary, while most other budget items are smaller pay-as-you-go departmental requests.

Finance Director Tom Cook explained that although the new vehicle replacement fund will generate revenue, it will not fully cover the city's vehicle and equipment needs, so additional purchases will still appear in other funds, such as the sales tax capital improvement and BAMA funds. The street sales tax fund, created when voters repurposed the original Vision tax, generates about \$5.4 million annually and will fund new projects, including \$3.76 million for mill and overlay work and about \$800,000 for miscellaneous and signal projects, with additional funds allocated for carryover projects.

The Police Sales Tax Fund has total projected revenues of about \$40.9 million, including \$3.2 million from dedicated sales tax, a \$36.2 million transfer from the General Fund, and smaller revenues such as an E911 transfer. Personnel costs make up the majority of police expenditures at \$32.6 million. The department has 156 authorized sworn positions but currently employs 158 due to approved overhiring, with typical annual attrition of five to seven officers and potential increases due to pension-related changes. A recent state law also requires an additional 1% pension contribution from both officers and the city, costing the city about \$190,000 annually. Police capital spending totals about \$3.2 million through both the vehicle replacement fund and other capital allocations.

The Fire Sales Tax Fund receives the same \$3.2 million dedicated sales tax, along with other revenues, including a SAFER grant and a \$30.2 million transfer from the General Fund, for total revenues of about \$34.5 million. Fire department expenditures total about \$32.6 million, with most going toward personnel at \$29.2 million, while other costs include professional services, property services, operational services, and supplies. Fire capital purchases are funded through the sales tax capital improvement program and the vehicle replacement fund.

City Manager Spurgeon explained that after voters repurposed the Vision tax in 2015, separate funds were created for streets, police, and fire, with approximately 36% of general fund revenues dedicated to police and about 30% to fire. While the police fund shows an ending balance of about \$33–34 million and the fire fund about \$17 million, Spurgeon cautioned that these balances can be misleading. Although it may appear the city can easily afford increased spending or raises, the long-term cost of providing police and fire services is expected to eventually exceed the revenue allocated to those funds, likely in the early 2030s. At that point,

the city would need to draw down those balances or increase the revenue allocation to those departments. He emphasized that this is why the city carefully protects those fund balances and maintains conservative revenue projections to ensure long-term financial sustainability.

City Manager Michael Spurgeon explained that emergency management has historically operated within the police department budget but was not previously identified as a separate division. At the request of staff, those costs will now be segregated to provide greater clarity and autonomy. The expenses will continue to be funded from the Public Safety Sales Tax Police Fund. Still, the budget will now show emergency management as its own division, with a separate page outlining its personnel and operational costs rather than including them within the overall police department budget.

Fire Chief Jeremy Moore thanked the council for its continued support of public safety and presented the fire department's proposed budget, which totals about \$35.3 million. The majority of the budget is dedicated to personnel costs, with the remainder covering capital purchases and other operational expenses. Capital items, totaling about \$2.7 million, include equipment costing more than \$5,000 with a lifespan of at least one year.

Key capital purchases include the second half of handheld radios for firefighters, replacing aging equipment used for on-scene communication and safety. The department will also begin replacing cardiac monitors used for defibrillation and heart monitoring, splitting the \$1.3 million replacement cost over two years by first equipping ambulances and later fire trucks. Additional replacements include Lucas devices, which provide automated CPR during medical emergencies, and ongoing rotation of personal protective equipment (bunker gear), which has a 10-year lifespan and costs about \$1.6 million to outfit the department fully.

The budget also includes ambulance remount projects, which move the existing ambulance box onto a new chassis to reduce costs compared to purchasing entirely new vehicles. Chief Moore noted that previous federal CARES and ARPA funding helped modernize the ambulance fleet, and with new personnel, the department will soon place a ninth ambulance into service. Since roughly 80% of the department's calls are EMS-related, maintaining reliable ambulance and medical equipment remains a major priority.

During the discussion, officials clarified that rifles included in the fire department budget are intended for deputy fire marshals who are certified law enforcement officers responsible for investigating suspicious fires. Because these personnel have arrest authority and law enforcement training, their equipment must be updated similarly to police equipment.

Council members also asked about personal protective equipment for female firefighters. Chief Moore explained that all bunker gear is custom-fitted for each firefighter rather than purchased in standard sizes, ensuring proper fit and safety for every individual.

The discussion also highlighted the heavy workload of the fire prevention division due to rapid development in the city. All building projects require fire department plan review, and deputy fire marshals spend significant time reviewing plans and ensuring compliance with evolving safety codes. The division currently has four deputy fire marshals with a fifth in training to help manage increasing demand, as they work closely with developers and city staff to maintain safety standards while supporting continued growth.

Fire Chief Jeremy Moore stated that the fire prevention division is currently in a strong position but may need additional staff in the coming years as the city continues to grow. The division reviews building plans, conducts inspections after construction, investigates complaints, and performs public education, such as school visits and safety programs. With increasing development, these responsibilities have expanded significantly. The division now includes a

fire marshal, deputy chief of prevention, inspectors assigned to shifts for after-hours incidents, and a daytime inspector to handle the bulk of business-hour inspections and plan reviews.

Chief Moore explained that the fire department's operational budget is about \$32 million, excluding capital purchases, with approximately 90% dedicated to personnel costs. The department has 187 sworn firefighters, including command staff, with only 16 not serving on the front line. Following the most recent academy graduation, staffing allows for up to 57 firefighters per shift, while the contractual minimum staffing level is 40. The addition of more ambulances increases required staffing to 42 and soon 44 per shift, though retirements have already slightly reduced the available staffing level. The remaining operational funds, about \$3.3 million, cover expenses such as fuel, equipment, and station repairs, supplies, promotional testing services, and mental health support services for firefighters.

Fire Chief Lance Arnold explained that about 10% of the fire department's operational budget covers non-personnel costs such as fuel, equipment maintenance, supplies, and professional services. Two of the largest operational expenses are EMS supplies, budgeted at about \$505,000, and the EMS billing service, which costs about \$305,000. The billing service collects ambulance transport payments from insurance companies and is paid a percentage of what it collects.

The department expects to generate roughly \$12 million in revenue in FY2026 outside of sales taxes, most of which goes into the city's general fund. The largest portion—about \$7.6 million—comes from EMS transport billing paid by insurance companies. Another source is the LifeRide program, a utility-bill fee paid by residents that covers ambulance transport without out-of-pocket costs. Additional revenue includes federal SAFER grant funding, which will reimburse approximately \$924,000 annually for three years to cover salaries and benefits for 12 of the 15 newly graduated firefighters. The department noted that, aside from utilities, the fire department generates more revenue than any other city department.

The budget also adds a sixth civilian position to support EMS logistics and warehouse operations as the department expands its emergency medical services operations. Arnold also explained that the department receives a portion of a Wagoner County fire sales tax, which is shared among county fire departments and used mainly for standalone purchases such as equipment.

Finally, Chief Moore provided an update on discussions with the Oak Grove Fire Protection District. Oak Grove recently formed its own district and is collecting property taxes to fund services. While Broken Arrow has historically responded to calls in that area, the city has no legal obligation to continue doing so. Oak Grove has requested that Broken Arrow continue dispatching calls and provide assistance for major incidents through mutual aid agreements, though the district plans to begin handling routine responses itself. Discussions are ongoing to determine future responsibilities and any operational or technology requirements needed to support the new arrangement.

During the discussion, officials noted that once Fire Station 8 becomes operational, the department may respond to more calls in the eastern area. Chief Moore explained that most responses in that direction are currently handled by Station 4, whose coverage area extends from the Broken Arrow city limits east to the Arkansas River and from 101st Street to 31st Street. The situation is complicated by overlapping jurisdictions with other departments, including the Rolling Hills volunteer fire department. Ongoing discussions with county officials, including a county commissioner, are focused on determining how responsibilities and coordination between the departments will work moving forward.

City Manager Michael Spurgeon explained that city officials recently met with Wagoner County Commissioner Hanning and Oak Grove leadership to discuss service expectations as

the area grows. While Broken Arrow has historically provided emergency services outside its city limits, Spurgeon emphasized the need to ensure the city is not expected to continue expanding those services without compensation. Population and utility projections suggest significant growth in the region over the coming decades, which could increase demand for services.

City Manager Spurgeon said the city is not currently concerned about providing ambulance service to the area, but wants to establish clear agreements now to define responsibilities between Broken Arrow and the Oak Grove Fire Protection District. Creating formal agreements would ensure future leaders have documented expectations regarding services and compensation rather than relying on informal understandings.

During the discussion, officials explained that Oak Grove firefighters already assist Broken Arrow on structure fires in eastern areas where the water supply is limited because those locations are outside the city's water distribution system. Their response is automatic when such fires occur. Council members emphasized the importance of establishing clear protocols and agreements to define responsibilities and billing for services, particularly as parts of the area may eventually be annexed into Broken Arrow.

Chief Moore noted that Wagoner County officials have discussed the possibility of de-annexing Oak Grove's fire district in the future to avoid overlapping jurisdictions. However, no formal requirement exists for that change. Officials also highlighted broader concerns about overlapping services, where residents may currently pay property taxes to volunteer fire departments while also paying city taxes that fund Broken Arrow fire services. As annexation and development continue, leaders want those governmental entities involved in discussions to ensure residents are not paying for duplicate fire protection services.

City staff and Wagoner County officials are working behind the scenes to develop a clear plan for emergency services in the Oak Grove area. Future decisions and formal agreements will likely require council approval, as the city wants to maintain strong relationships with Wagner County while ensuring the cost of services provided outside city limits is justified and clearly defined.

Chief Moore noted that the city currently receives about \$99,000 annually from a fire subscription program offered to residents outside Broken Arrow city limits who want guaranteed fire service. If those residents do not subscribe and the city responds to a fire, they are billed according to the city's manual of fees, which can total several thousand dollars per incident. Additionally, roughly \$150,000 of EMS revenue comes from ambulance responses in that area. However, Oak Grove residents who recently voted to fund their own fire district may object to paying both local taxes and Broken Arrow service fees. City leaders anticipate this could create conflicts, particularly when Broken Arrow responds to fires automatically, and residents later receive large bills. As discussions continue, officials are evaluating how to balance service expectations, costs, and fairness to residents while maintaining cooperation with neighboring jurisdictions.

Assistant City Manager Kenny Schwab reported that the FY 2026 BAMA (Broken Arrow Municipal Authority) budget totals about \$177 million, which is an 11.66% decrease from the FY2025 budget of just over \$200 million. The decrease is largely due to a 36% reduction in capital outlay as previously funded projects move forward and are completed. At the same time, operating costs, reserve balances, and debt service have increased by about 8.36% as the city begins repaying loans used to finance major infrastructure projects.

Mr. Schwab noted that the BAMA budget covers utilities such as water, sewer, stormwater, solid waste, and recycling. A utility rate study was originally designed as a five-year plan, but rate adjustments were paused during the COVID-19 pandemic. The city has since completed a

new five-year rate study that includes solid waste and recycling, and although it has not yet been formally adopted, the proposed budget assumes those updated rates will move forward. Additional discussion of those rates will occur during the manual fees review.

He also explained the city's approach to infrastructure funding. Some projects are funded through "pay-as-you-go" capital, which uses current-year revenues and totals about \$8.7 million for FY 2026. Larger infrastructure projects are financed through the Oklahoma Water Resources Board revolving loan program, a widely used state funding source. Broken Arrow is one of the largest users of this program, reflecting the city's policy of maintaining and upgrading infrastructure rather than deferring maintenance, which can lead to much higher costs in the future.

Officials explained that because Broken Arrow grew rapidly for many years, some underground infrastructure, such as water and sewer systems, had previously been deferred for maintenance. Over the past decade, the city has shifted its approach, prioritizing consistent investment in those systems to avoid larger and more expensive problems later. Much of this work is funded through the Oklahoma Water Resources Board revolving loan program, which supports projects related to drinking water under the Drinking Water Act and wastewater systems under the Clean Water Act. The city typically seeks between \$20 and \$25 million in loans each year for water and wastewater improvements, with the FY2026 proposal including nearly \$25 million in new projects and about \$49.5 million in combined projects across two years.

The city also maintains a long-term capital improvement program that projects infrastructure needs seven to fifteen years into the future while carefully managing debt service. Within the BAMA budget, personnel costs total about \$28.2 million across departments such as utilities, solid waste, stormwater, engineering, and general services. Total operating expenditures are about \$58 million, with roughly \$14 million allocated for debt service and about \$24 million transferred to the general fund and BAEDA.

Major infrastructure efforts include wastewater projects associated with the Regional Municipal Utility Authority (RMUA), which involves Broken Arrow, Tulsa, Jenks, Owasso, and Bixby. A key project is a proposed \$12 million composting initiative at the Haikey Creek wastewater treatment facility to manage biosolids, the byproduct of wastewater treatment. The project was temporarily delayed due to proposed state legislation affecting biosolid land application. Still, since that bill did not advance, the city plans to move forward while continuing discussions with state officials about potential exemptions for composting programs.

During the discussion, officials clarified that the proposed biosolids composting process would convert treated wastewater byproducts into usable compost for landscaping rather than storing or disposing of untreated waste. Staff explained that the material has already gone through the full treatment process and has become an earthy, soil-like product that can be sold and used safely. They noted that federal regulations allow only three disposal options for biosolids: land application, landfill disposal, or incineration, and composting is considered a safer and more beneficial use. Officials also emphasized that the strong odors sometimes experienced near certain facilities, such as those near Wellston, are associated with land application rather than the composting process being proposed.

Officials explained that Broken Arrow's share of the Haikey Creek biosolids composting project is about \$12 million. In comparison, the total regional project is estimated at roughly \$53 million and includes grant funding and contributions from Tulsa. Another related project involves the construction of a lift station that feeds into the Haikey Creek plant, along with Phase 4 improvements and possible development of a flow equalization basin to manage wastewater flows better.

Additional wastewater projects include several sewer infrastructure improvements. The Covington Creek sewer project near Oneida Road and Kenosha will expand system capacity in that growing area. A Highway 51 sewer extension is being designed to reroute industrial wastewater from Blue Bell around residential neighborhoods after the company's discharge was found to be using most of the existing line's capacity. The city quickly analyzed the situation and developed a plan to redirect those flows to accommodate both the industrial facility and future development.

Other projects include relocating a force main near Adams Creek after it was discovered that part of the line was installed outside its easement, upgrades and rehabilitation of aging lift stations such as the Turnberry station near Dearborn and 41st Street, and evaluating whether the Windsor Lift Station can be removed entirely as development has expanded and gravity flow may now be possible. Together, these wastewater improvements total nearly \$19 million and are part of the city's ongoing efforts to maintain and expand critical sewer infrastructure.

During the discussion, officials explained that biosolids from the Lynn Lane wastewater treatment plant are currently disposed of in a landfill rather than composted like those from the Haikey Creek facility. Staff noted that relying on landfills can raise concerns because if more communities are forced to send biosolids there, landfill operators could raise tipping fees or create capacity and stability issues.

Council members also asked about the Oklahoma Water Resources Board loan program, which the city has used for many years to finance major water and wastewater projects. Staff explained that interest rates are typically around 2.5% to 3%, making them lower than conventional loans or revenue bonds. Another advantage is that interest payments do not begin until construction is completed because funds are drawn down gradually during the project. The program may also reduce administrative costs when multiple municipalities combine their loan applications.

Utilities Director Tim Robbins explained that the city strategically uses the Oklahoma Water Resources Board loan program to fund major water infrastructure projects under the Safe Drinking Water Act. Planned projects include upgrades at the Verdigris River Water Treatment Plant, such as modifying flow meters and adding a connection to the Grand River water system through an agreement currently being finalized.

Another major improvement involves installing additional raw water pumps at the pump station built with the water plant in 2012. The facility was designed with space for five pumps, but currently operates with three. Adding more pumps and variable frequency drives will allow the city to increase capacity and better control water flow into the treatment system.

Additional projects include replacing aging water lines in the Old Town area, installing a 12-inch water line along Lynn Lane from the Creek Turnpike to Florence to improve service to nearby developments, and restoring the floor of the two-million-gallon Tiger Hill water storage tank after the current year's operational needs are met. Altogether, the Safe Drinking Water Act projects total just over \$6.1 million and contribute to the overall utility infrastructure investment planned for the year.

*Council and Staff Members took a break from 5:30 p.m. till 6:00 p.m.*

Utilities Director Tim Robbins presented the utilities department's operating budget and highlighted the team responsible for managing the city's water and wastewater systems. The department, which expects to have about 100 employees in the coming fiscal year, oversees water distribution, wastewater operations, lift stations, treatment plants, and customer service functions such as the Action Center that handles service requests and communications.

The proposed utilities operating budget totals about \$27 million. The largest portions of the budget support water distribution and water treatment plant operations, where costs have risen significantly due to increases in electricity, natural gas, chemicals, and delivery expenses. The department is working to control those costs by improving purchasing strategies and upgrading equipment and processes. Wastewater operations also represent a significant expense, particularly the operation of the city's 32 lift stations. However, recent capital investments funded through loan programs have improved efficiency at the wastewater plant, including the installation of a new belt filter press that has reduced landfill trips and disposal costs by removing more water from biosolids.

Mr. Robbins also emphasized the department's balance of personnel and contracted services. While staff handles much of the system's daily operation and maintenance, contract services are used strategically for construction and specialized work to control long-term costs. Materials and supply costs include items such as water meters, replacement parts, and infrastructure materials needed to support new connections—often hundreds of new taps each year—and to respond to emergencies such as water line breaks. The department maintains contingency funds within the budget to address unexpected infrastructure failures and ensure reliable service without needing additional emergency funding from the council.

Utilities Director Tim Robbins explained that the department is improving how it tracks and plans infrastructure maintenance by using data analytics and GIS mapping to monitor water main breaks and identify patterns. Instead of simply repairing breaks as they occur, the department now records each incident and analyzes the data to determine which areas may need long-term replacement or upgrades. For larger transmission lines, the city plans to use specialized infrastructure inspections to evaluate aging systems.

The utilities capital budget proposes about \$4.1 million in equipment and infrastructure investments. Many of these purchases involve vehicles and specialized equipment used to repair water and sewer lines, such as excavation equipment, locator trucks with underground radar technology, and hydro-excavators that allow crews to dig around buried utilities safely. Additional investments support the sewer system, including upgrades and monitoring improvements for aging lift stations and communications upgrades, such as fiber connections to key facilities.

Mr. Robbins highlighted the scale of the system that the department manages. In 2024, Broken Arrow delivered about 4.5 billion gallons of drinking water and treated roughly 3.7 billion gallons of wastewater before safely releasing it into the Arkansas River. These numbers represent only Broken Arrow flows and demonstrate the critical role the department plays in maintaining public health and infrastructure.

One of the major initiatives in the upcoming budget is a new sewer preventative maintenance program. This program includes purchasing a jetter truck and specialized inspection equipment that can assess sewer lines before cleaning them, allowing crews to focus maintenance where it is actually needed. Other initiatives include improvements to the Adams Creek Northwest lift station to address sewer clogging issues caused by flushable wipes, replacement of the Bluff Landing Road water line near the water plant, and upgrades to the water treatment plant's SCADA control system, which operates the facility and requires modernization after about a decade of service. Many of these projects will be completed by the city's internal crews to reduce costs while expanding the reliability of the water and wastewater systems.

Utilities Director Tim Robbins explained that the city already operates a preventative sewer maintenance program that routinely inspects and cleans sections of the sewer system known to have recurring issues, such as older areas where tree roots commonly cause blockages. Crews regularly perform jetting to clean lines and, if they detect potential problems, they use specialized camera equipment to inspect the pipes internally. The system includes robotic

camera technology that allows staff to conduct detailed condition assessments, and if a problem is confirmed, repair crews are dispatched to excavate and fix the issue.

Mr. Robbins noted that emergencies often force crews to pause preventative work to respond to urgent repairs across the city, which can reduce efficiency. The proposed addition of a dedicated maintenance crew would allow one team to focus entirely on preventative maintenance while others handle emergencies. The department also uses GIS mapping and data tracking to identify problem areas and prioritize maintenance rather than cleaning lines that do not need service.

City Manager Michael Spurgeon reviewed the city's general obligation bond funding and upcoming bond planning. He reported that approximately \$98.5 million in projects from the 2011, 2014, and 2018 bond programs are currently in the construction cycle. For FY2026, the city expects to sell about \$17 million in additional bonds, though the final amount will depend on the assessed property valuation determined in August. With that sale, roughly \$192 million of the \$210 million authorized in the 2018 bond program will have been issued, meaning the city is likely to complete the 10-year program in about eight years.

City Manager Spurgeon also provided an update on planning for the next bond initiative, tentatively estimated at around \$400 million. The exact amount cannot be finalized until assessed valuation numbers are received later in the summer, after which the finance department will calculate the allowable bond capacity. The council will begin more intensive work on the proposal over the coming months, narrowing a preliminary list of roughly \$1.2 billion in potential projects down to the final package for voters. The council has until late January to approve the ordinance and call a special election. Spurgeon noted that project prioritization and allocation among the various bond propositions will require significant work through the fall and early winter.

Finally, he introduced the annual street maintenance program update, a presentation requested by the council several years ago, where the street department outlines the road maintenance projects planned for the upcoming fiscal year.

Streets and Stormwater Director, Tim Wilson, presented the annual street maintenance program funded primarily by a quarter-cent street sales tax approved in 2017, which currently generates about \$5.4 million annually for street, drainage, and signal improvements. The program relies on Pavement Condition Index (PCI) ratings, which are calculated by a third-party consultant every five years after scanning all city streets. PCI scores range from 0 to 100, with higher scores representing better road conditions. Broken Arrow has about 542 miles of streets and 669 subdivisions, with roughly 77% asphalt and 23% concrete. The city's current overall PCI score is 64. Maintaining that score now requires about \$8.5 million annually due largely to higher material costs and improved measurement technology, while raising the score to 72 would require about \$15.8 million. Officials emphasized that early maintenance, such as crack sealing and slurry sealing, is far less expensive than full reconstruction, which can cost more than three times as much if repairs are delayed.

The FY 2026 street program includes a mix of residential repairs, arterial resurfacing, and miscellaneous improvements. Planned residential projects include concrete panel repairs in areas such as Central Park Plaza, Carriage Crossing Phase II, and Canterbury/Mendon, along with mill-and-overlay work and crack sealing in several subdivisions. Arterial projects include resurfacing sections of Houston Street, Washington Street, Evans Road, South Main Street, and County Line Road, as well as targeted overlays near the FedEx area and other heavily traveled corridors. Additional work includes intersection restriping using longer-lasting multi-polymer materials, annual sidewalk repairs, alley improvements in the Rose District, and street work tied to a Community Development Block Grant project on College Street. Together, these

projects represent several million dollars in improvements aimed at preserving road conditions and extending pavement life across the city.

Council member Ford praised staff for meeting with neighborhoods before street work begins, noting that those meetings help answer resident questions and set expectations. Mayor Wimpee emphasized that while focusing on neighborhood improvements may not dramatically raise the citywide pavement condition index (PCI), it significantly improves residents' quality of life. About 83% of Broken Arrow's streets are residential, and the city expects to repair or rehabilitate roughly 26 neighborhoods over the next several years. City Manager Spurgeon also indicated that future bond proposals may include additional funding—potentially at least \$30 million over ten years—to supplement the current street sales tax and maintain or improve the city's PCI rating.

The discussion then shifted to the city's manual of fees and proposed rate adjustments. Community development fees are proposed to increase by about 3%, largely to offset growing credit card processing costs since most payments in that department are made electronically. Utility rates are also proposed to rise, including average increases of about 4.9% for water and stormwater services, an 18.9% increase for sanitary sewer rates, and a \$2.50 monthly increase for solid waste and recycling services. Golf course fees at Battle Creek are proposed to increase by about 6% to keep pace with operating costs. Officials noted that these changes are preliminary and would take effect on October 1 if approved.

*At approximately 6:40 p.m. Lisa Ford and Debra Wimpee left the meeting*

Tom Cook explained that the increases are based on a financial planning and cost-of-service study conducted by Black & Veatch, which evaluated operating expenses, capital improvements, and long-term infrastructure needs. Without these adjustments, the city would likely need to defer capital projects, reduce new staffing requests, or draw from reserve funds to maintain services. Officials emphasized that Broken Arrow's water and sewer rates remain competitive with those of surrounding communities. Still, increases are needed to maintain infrastructure systems that residents rely on daily, including water supply, wastewater treatment, and waste collection. A full presentation of the rate study is expected later in the summer to allow council members and the public to review the recommendations in detail.

## **6. Remarks and Inquiries by Governing Body Members - NONE**

## **7. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials**

City Manager Michael Spurgeon concluded the workshop by thanking the staff responsible for preparing the proposed \$455 million budget, specifically recognizing Cindy Arnold, Tom Cook, and Tara Kilpatrick for their detailed work compiling the document. He also acknowledged department directors and senior staff for advocating for the resources needed to provide city services, as well as council members for their time reviewing the proposal. Spurgeon emphasized that the budget is designed to be transparent and understandable for the public and noted that the proposal will be presented again in a shorter format during the public hearing scheduled for June 2.

## **8. Adjournment**

The meeting was adjourned at approximately 6:53 p.m.

MOTION: A motion was made by Justin Green, seconded by David Pickel  
**Move to Adjourn**

The motion carried by the following vote:

**Aye: 3 -** David Pickel, Justin Green, Johnnie Parks

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**



# City of Broken Arrow

## Request for Action

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**File #: 26-370, Version: 1**

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**Broken Arrow Economic Development Authority  
Meeting of: 03-24-2026**

**Title:**

Approval of and authorization to execute Fourth Amendment to Economic Development Agreement by and among PDG-Broken Arrow, LLC and the Broken Arrow Economic Development Authority and the City of Broken Arrow

**Background:**

PDG-Broken Arrow, LLC, Authority, and City entered into an Economic Development Agreement dated July 6, 2023, for Adams Creek Town Center.

The agreement has been amended by the First Amendment to the Economic Development Agreement dated May 7, 2024, the Second Amendment to the Economic Development Agreement dated February 18, 2025, and the Third Amendment to the Economic Development Agreement dated June 16, 2025.

The parties desire to adopt certain conforming and clarifying amendments to align the Agreement's recitals, project description, rebate timing language, and performance/timeline provision with the definition of "Commencement date" as amended by the Second and Third Amendments.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Travis Stephens, Economic Development Director

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

**Attachments:** Fourth Amendment of Economic Development Agreement

**Recommendation:**

Approve and authorize execution of the Fourth Amendment to Economic Development Agreement by and among PDG-Broken Arrow, LLC and the Broken Arrow Economic Development Authority and the City of Broken Arrow

## FOURTH AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT

This Fourth Amendment to the Agreement is made and entered into this 24th day of March, 2026, by and between PDG-BROKEN ARROW, LLC, a Delaware limited liability company (the “Developer”), BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a public trust (the “Authority”) and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (hereinafter called “City”), as beneficiary of the Authority.

WHEREAS, the Developer, Authority and City entered into an Economic Development Agreement (hereinafter “Agreement”) dated July 6, 2023;

WHEREAS, Section 6.13 Modifications of the Agreement provides for the Agreement to be modified if it is in writing and signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought;

WHEREAS, the Agreement has been amended by (i) the First Amendment to Economic Development Agreement dated May 7, 2024, (ii) the Second Amendment to the Economic Development Agreement dated February 18, 2025, and (iii) the Third Amendment to the Economic Development Agreement dated June 16, 2025; and

WHEREAS, the parties desire to adopt certain conforming and clarifying amendments to align the Agreement’s recitals, project description, rebate timing language, and performance/timeline provisions with the definition of “Commencement date” as amended by the Second and Third Amendments;

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the Agreement, as amended, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree to the following Amendments:

### I. AMENDMENTS TO RECITALS AND PROJECT DESCRIPTION

**A. Amendment to Recitals.** The recital beginning “WHEREAS, the Developer is interested in developing land for construction of an estimated 200,000 square feet of retail and commercial space over the next two years ...” is hereby deleted and replaced with the following:

“WHEREAS, the Developer is interested in developing land for construction of retail and commercial space on the Project Site (hereinafter “Project” or the “Adams Creek Project”), including a minimum of approximately one hundred thirty thousand (130,000) square feet of leasable retail and commercial space to be constructed by a date not later than December 31, 2026, with an opening by May 31, 2027, with the potential for additional square footage, subject to the terms and conditions herein provided; and”

**B. Amendment to Article II (Scope of the Project).** In Article II under the heading “SCOPE OF THE PROJECT,” the sentence beginning “The Developer proposes to invest or cause to be invested in excess of \$37.1 million to construct an estimated 160,000 square feet ... over the next two years ...” is hereby deleted and replaced with the following:

“The Developer proposes to invest or cause to be invested in excess of \$37.1 million to construct a minimum of approximately one hundred thirty thousand (130,000)

square feet of retail and commercial space (including related infrastructure and other site improvements, the “Project Site Improvements”) by a date not later than December 31, 2026, with an opening by May 31, 2027, with the potential for additional retail and commercial space thereafter.”

## **II. ADDITIONAL AMENDMENTS**

**A. Amendment to Section 3.2(A)(3).** Section 3.2(A)(3) of the Agreement, as replaced by the First Amendment, is hereby amended by deleting the final sentence beginning “For purposes of this Agreement, the phrase “complete the Project”...”, and replacing it with the following:

“For purposes of this Agreement, the phrase “complete the Project” shall be defined as the Developer constructing or causing to be constructed a minimum of approximately one hundred thirty thousand (130,000) square feet of leasable retail and commercial space by a date not later than December 31, 2026, with an opening by May 31, 2027.”

**B. Amendment to Section 3.2(A)(4) (quarterly rebate commencement).** Section 3.2(A)(4) of the Agreement, as replaced by the First Amendment, is hereby amended by deleting the phrase “and beginning on May 1, 2026,” and substituting the following in its place:

“and commencing with the first quarterly rebate payment due after the Commencement date,”

**C. Amendment to Section 4.2(A).** Section 4.2(A) of the Agreement is hereby deleted and replaced with the following:

“(A) The Developer shall, at its sole cost, develop, construct or cause to be constructed within the Project Site, a minimum of one hundred thirty thousand (130,000) square feet of in-line and/or outparcel retail or commercial space, with a minimum capital investment of \$29.7 million, not later than December 31, 2026, with an opening by May 31, 2027;”

**D. Amendment to Section 4.3(A).** Section 4.3(A) of the Agreement is hereby deleted and replaced with the following:

“A. By December 31, 2026, the Developer shall have completed its obligations in Section 4.2(A), with an opening by May 31, 2027; and”

## **III. NO OTHER AMENDMENTS**

All other provisions of the Agreement, except as amended herein and as amended by the First, Second, and Third Amendments, shall remain in full force and effect and are hereby ratified in all respects. In the event of any inconsistency between the terms and conditions of the Agreement and the terms and conditions of the First, Second, Third, and Fourth Amendments, the terms and conditions of the respective Amendments shall control.

## **IV. BINDING EFFECT**

This Fourth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**V. COUNTERPARTS**

The parties may execute this Fourth Amendment in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

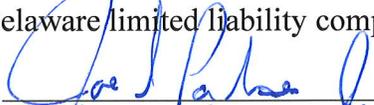
**VI. FACSIMILE AND ELECTRONIC SIGNATURE**

This Fourth Amendment may be executed by facsimile signatures transmitted by electronic mail or any other electronic signature platform and any such executed versions shall be binding upon the parties hereto as if the signatures were originally executed.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first above written.

**PDG-BROKEN ARROW, LLC**

A Delaware limited liability company

By: 

Name: Joe L. Parkes, Jr.

Title: Manager

**BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**

An Oklahoma public trust

By: \_\_\_\_\_ Date: \_\_\_\_\_

Debra Wimpee, Chairwoman

(SEAL)

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Curtis Green, Secretary

**CITY OF BROKEN ARROW, OKLAHOMA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Broken Arrow

## Request for Action

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**File #:** 26-349, **Version:** 1

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**Broken Arrow Economic Development Authority  
Meeting of: 03-24-2026**

**Title:**

Approval of Mutual Termination Agreement between Regent Bank and the Broken Arrow Economic Development Authority

**Background:**

Broken Arrow Economic Development Authority and Regent Bank entered into an Economic Development Agreement on November 19, 2024, pursuant to the agreement the BAEDA agreed to provide economic incentives to Regent Bank for their project located at 607 Stone Wood Drive, Broken Arrow, Oklahoma, including reimbursement of up to \$40,000 for 50% of the costs associated with the purchase and installation of a natural gas pipeline.

Regent Bank decided not to proceed with seeking the economic development incentive or reimbursement under the Original Agreement and has not submitted any invoices or requests for reimbursement.

No funds have been disbursed by the BAEDA under the original agreement, and the BAEDA's encumbered amount of up to \$40,000 from the PSO 1% Economic Development Fund remains unexpended.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Travis Stephens, Economic Development Director

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

**Attachments:** Regent Bank Mutual Termination Agreement

**Recommendation:**

Approve Mutual Termination Agreement between Regent Bank and the Broken Arrow Economic Development Authority

## MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (this "Termination Agreement") is dated as of ~~February~~ <sup>March</sup> 24, 2026, by and between REGENT BANK, an Oklahoma Company (the "Company"), and the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a municipal trust (the "BAEDA").

TWS

### WITNESSETH:

WHEREAS, the parties entered into that certain Economic Development Agreement dated as of November 19, 2024 (the "Original Agreement"), pursuant to which the BAEDA agreed to provide certain economic incentives to the Company in connection with the development of a project at 607 Stone Wood Drive, Broken Arrow, Oklahoma (the "Project"), including reimbursement of up to \$40,000 for 50% of the costs associated with the purchase and installation of a natural gas pipeline; and

WHEREAS, the Company has decided not to proceed with seeking the economic development incentive or reimbursement under the Original Agreement and has not submitted any invoices or requests for reimbursement; and

WHEREAS, no funds have been disbursed by the BAEDA under the Original Agreement, and the BAEDA's encumbered amount of up to \$40,000 from the PSO 1% Economic Development Fund remains unexpended; and

WHEREAS, the parties mutually desire to terminate the Original Agreement in its entirety, release all obligations thereunder, and release the encumbered funds, all without prejudice to any other rights or remedies available under the Original Agreement or applicable law; and

WHEREAS, pursuant to Section 6.9 of the Original Agreement, modifications, including termination, must be in writing and signed by the parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Termination of Original Agreement.** The Original Agreement is hereby terminated in its entirety, effective as of the date first written above. All rights, obligations, and liabilities of the parties under the Original Agreement are hereby released and discharged, including, without limitation: (a) any obligation of the Company to construct the Project, install the natural gas pipeline, dedicate easements or rights-of-way, or perform any other actions related to the Project; (b) any obligation of the BAEDA to reimburse the Company for any costs; and (c) any indemnification obligations tied to the Project under Section 5.2 of the Original Agreement.
- 2. Acknowledgment of No Disbursements and Release of Funds.** The parties acknowledge and confirm that no reimbursements or other funds have been disbursed by the BAEDA to

the Company under the Original Agreement. The BAEDA's encumbrance of up to \$40,000 from the PSO 1% Economic Development Fund is hereby released and may be reallocated for other purposes in accordance with applicable law and BAEDA policies.

3. **Mutual Releases.** Each party hereby releases and forever discharges the other party, and its respective officers, directors, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses arising out of or related to the Original Agreement, whether known or unknown, except for any rights or remedies expressly preserved herein.
4. **Without Prejudice.** This Termination Agreement is without prejudice to any other rights or remedies available to the parties under the Original Agreement or applicable law, including, without limitation, the right to recover attorneys' fees under Section 6.12 of the Original Agreement in the event of any controversy, claim, or dispute relating to the Original Agreement or this Termination Agreement.
5. **Governing Law and Venue.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws principles. Any lawsuit or challenge to this Termination Agreement shall be commenced and maintained in the District Court of Tulsa County, State of Oklahoma, in accordance with Section 6.16 of the Original Agreement.
6. **Entire Agreement; Amendments.** This Termination Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. This Termination Agreement may not be amended or modified except in writing signed by both parties.
7. **Counterparts.** This Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email, or other electronic means shall be deemed original signatures for all purposes.
8. **Further Assurances.** Each party agrees to execute and deliver such additional documents and take such further actions as may be reasonably necessary to effectuate the purposes of this Termination Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first above written.

**THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**  
A municipal trust

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

ATTEST:

By: \_\_\_\_\_  
Secretary

**REGENT BANK**  
an Oklahoma Company

By: *Alex Gifford*  
EVP/Market President - Broken Arrow

STATE OF OKLAHOMA    )  
  )        ss:  
COUNTY OF TULSA     )

Before me, the undersigned, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of February, 2026, personally appeared Alex Gifford, known to me to be the EVP/Market President - Broken Arrow of Regent Bank, who acknowledged that they executed the foregoing instrument on behalf of said Company as its free and voluntary act and deed for the uses and purposes therein set forth

Given under my hand and seal the day and year above written.

Notary Public *Maurina Snell*  
My Commission Expires: 6-11-2026  
My Number: 18005855

(SEAL)





# City of Broken Arrow

## Request for Action

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**File #:** 26-429, **Version:** 1

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**Broken Arrow Economic Development Authority  
Meeting of: 03-24-2026**

**Title:**

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

**Background:**

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

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

**Funding Source:** Fund 887

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

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

**Attachments:** BAEDC Monthly Activity Report

**Recommendation:**

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

February 2026

**BROKEN  ARROW**  
ECONOMIC DEVELOPMENT CORPORATION

# BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

## February 2026 Report

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## Business Retention and Expansion

### Summary

- **Project Sapling** Economic Development Agreement was approved by City Council, supporting a \$32 million capital investment, the creation of 52 new jobs, and a 38,000-square-foot expansion to the company's existing Broken Arrow facility.
- Met with **Project Pathway**, a Broken Arrow company planning to expand and relocate its headquarters to 8 acres at Florence and Olive, including construction of a new 60,000-square-foot facility, retention of 95 employees, and a \$16 million capital investment.
- Hosted the **Oklahoma Manufacturing Alliance (OMA) Manufacturers Networking Luncheon**, welcoming nearly 80 local and regional manufacturers for industry engagement and collaboration; the Oklahoma Department of Commerce presented on the **Oklahoma Innovation Expansion Program (OIEP)** and funding opportunities to support manufacturer growth and investment.

**BRE Employer Meetings: 8**

## New Business Attraction

### Summary

- Hosted a site visit for **Project Bladerunner**, an aerospace and defense prospect evaluating Arrow Forge, with participation from leaders from City of Broken Arrow, Tulsa Tech, and Tulsa Regional Chamber to showcase workforce alignment, infrastructure readiness, and community support.
- **Project Astro** is now under contract on the Jackson Mills site; met with project consultants to coordinate next steps related to development planning and rezoning.
- **CEO and VP participated** in a planning meeting with City of Broken Arrow leadership to discuss the long-term vision for the **Highway 51 corridor**, including infrastructure planning, land use strategy, and positioning the corridor for future commercial and industrial growth.
- VP met with Davis Robson to discuss **long-term planning and vision for industrial acreage** in NE Broken Arrow, including potential development timelines, infrastructure considerations, and target industry types. Conversation focused on **positioning the property for future recruitment opportunities** and ensuring readiness to support **quality industrial growth in the NE corridor**.
- VP met with the **Artemis Group** regarding **Project Ascend**, a space industry company evaluating Broken Arrow for an advanced propulsion manufacturing facility. Discussions centered around **Arrow Forge**, site readiness, infrastructure considerations, with a formal site visit scheduled for early March as the next step in their evaluation process.

## Incoming February Projects

RFIs Received: 7

RFI Response: 1

- **Project Ascend – Submitted Arrow Forge.**
  - A space industry company evaluating locations for an advanced propulsion manufacturing facility.

- Project Scope
      - TBD capital investment
      - TBD jobs
- **Project Apex – No response due to lack of inventory meeting requirements of project.**
  - Company seeking to establish a commercial-scale graphite anode processing facility in the U.S. to advance its mission as a domestic company developing advanced, environmentally sustainable graphite processing technologies in the battery supply chain. Seeking a minimum of 100 acres zoned heavy industrial with rail spur on site.
    - Project Scope
      - \$784 million capital investment
      - 604 jobs
- **Project Gold Medal – No response due to lack of inventory meeting requirements of project.**
  - Company seeking a site for a potential commercial vehicle manufacturing plant. Seeking a minimum of 275 acres for purchase only with access to 10 MW power.
    - Project Scope
      - \$600 million capital investment
      - 1,750 jobs
- **Project Life Cycle – No response due to lack of inventory meeting requirements of project.**
  - Company is looking statewide for greenfield site for custom facility to produce organic nitrogen fertilizer to service states across U.S. and international locations. Seeking a minimum of 50 acres with rail.
    - Project Scope
      - \$50 million capital investment
      - 27 jobs
- **Project Elevate – No response due to lack of inventory meeting requirements of project.**
  - Banking and investment company seeking location to support the expansion of its footprint in the U.S. to establish a customer success and operations center. Seeking 30K SF plug and play call center space with high-capacity telecom with redundancy and ample parking.
    - Project Scope
      - TBD capital investment
      - 150 jobs
- **Project Twix – No response due to lack of inventory meeting requirements of project.**
  - Company that develops power generation infrastructure for hyperscale data centers is conducting a site selection process across gas-rich markets in Oklahoma, Texas, and Louisiana for a hyperscale data center campus with on-site power generation. Seeking a minimum of 50 acres but preference given to 150-200 acres with 350 MW power and natural gas pipeline within 5 miles.
    - Project Scope
      - \$2.5 billion capital investment
      - 100 jobs

- **Project BioGranite – No response due to lack of inventory meeting requirements of project.**
  - Confidential site search for a highly successful U.S.-based life sciences manufacturer seeking an existing building for a new supplement manufacturing facility. Seeking 50K to 100K existing building with 25’ to 35’ clear height with prior pharmaceutical, biotech, or nutraceutical manufacturing.
    - Project Scope
      - TBD capital investment
      - TBD jobs

## Innovation, Entrepreneurship, and Small Business Development

### Summary

- Entrepreneurial engagement remained strong in January, driven by continued momentum with **1 Million Cups Broken Arrow**, where four local businesses presented and **84 community members** attended. This level of participation reflects sustained community interest in Broken Arrow’s entrepreneurial initiatives.
- Met with **Broken Arrow Public Schools leadership** to discuss strengthening business-education partnerships, with a focus on entrepreneurship, innovation, workforce alignment, and expanded industry engagement. As a next step, we will facilitate a **Business & Education Partnership Roundtable** in March, bringing together local business leaders to identify meaningful opportunities for collaboration and support with the district.

### Entrepreneurship Support Meetings: 4

## Workforce Development

### Summary

- **Healthcare Career Day:** Workforce development event focused on career awareness for the healthcare industry. Volunteers from healthcare professionals to community engaged individuals volunteered their time to engage in hands-on activities with students.
  - Impacted over **2700** students between the Freshman Academies and Alternative Schools with Union and Broken Arrow Public Schools.
  - Over **50** volunteers spanning a large variety of different employers participated in the event to help drive career awareness for students.
- **HR Roundtable:** BAEDC facilitated a roundtable event in partnership with Experience Tulsa for the community: **Hiring and Retaining International Talent**. The event provided the opportunity for attendees to learn about how they can partner with the Visa Network to fill critical skill gaps and remain competitive in the Tulsa Metro economy.
- Staff participated in a district-led meeting with **Broken Arrow Public Schools** to review the **Vanguard Academy** program, collaborating with educators, district leaders, and industry partners to provide diverse perspectives and strategic input. This ongoing work

will help better align the program with workforce needs and expand meaningful career pathways for students.

**Employer Workforce Meetings = 8**

**Broken Arrow Job Board Monthly Metrics:**

- **3373** page visits; **371** clicks on jobs; **3** job alert subscribers
- **68** application engagements

**Job Seeker Monthly Metrics:**

- Job seeker engagements = **12**
- Job seeker placements = **3**

**Job Seeker Year to Date Metrics:**

- Job seeker engagements = **17**
- **91** application engagements (job board)
- Job seeker placements = **4**

## Arrow Forge

### Summary

- **Arrow Forge Committee** met for a facilitated discussion centered on engineering and utility infrastructure planning, with a specific focus on strategies to bring natural gas service to the site. Discussions included capacity considerations and timeline coordination, and direct engagement with ONG to initiate next steps for extending gas infrastructure to support future industrial users.
- Beginning in April, the Arrow Forge committee structure will shift to **prioritize marketing and business attraction efforts for the district**, with meetings transitioning to a bimonthly schedule.
- Advanced discussions with a local developer with active projects in Germany and the UK following the **Project Bladerunner** site visit, strengthening the international positioning and market reach of **Arrow Forge** within the aerospace and defense sector.
- Met with the **Artemis Group** to actively pitch Arrow Forge as a strategic site for aerospace and space-sector investment, highlighting infrastructure readiness, available acreage, and regional industry assets to support future development opportunities.

## Research Analysis, Strategic Planning, & Advocacy

### Summary

- VP attended the **Select Oklahoma** monthly membership meeting to engage with statewide economic development partners, strengthen regional relationships, and stay aligned on economic development priorities and initiatives.
- VP participated in the **Tulsa's Future EDO Partner Roundtable** to receive project updates, share local activity, and coordinate regional business recruitment and expansion efforts.
- VP attended the **Tulsa Regional Chamber Manufacturers' Council** meeting at the Tulsa Air and Space Museum, where regional manufacturers received updates from the Oklahoma Department of Commerce on available incentives and heard from Gabe

Sherman at the Artemis Group on emerging developments and opportunities within the space sector.

- Research Requests:
  - Business Resources - 0
  - City of Broken Arrow – 0
  - Workforce – 2
    - Assisted DA/Pro Rubber with a Wage Analysis on several occupations such as Quality Inspector, Machine Operator, Production Worker and Press Machine Operator for Broken Arrow, OK.
    - Assisted Manpower with a Wage Analysis on Customer Service Representatives in the Tulsa Metro Area.

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



# INVOICE

## BILL TO

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

INVOICE # 1441  
DATE 03/09/2026  
DUE DATE 04/08/2026  
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/01/2026	City EDC Contract	City EDC Contract for February 2026	1	35,416.66	35,416.66

## Ways to pay

BALANCE DUE

**\$35,416.66**



[View and pay](#)



# City of Broken Arrow

## Request for Action

**File #:** 26-413, **Version:** 1

**Broken Arrow Economic Development Authority  
Meeting of: 03/24/2026**

**Title:**

Ratification of the Claims List Check Register Dated March 16, 2026

**Background:**

Council on September 9, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from February 24, 2026 through March 16, 2026 checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$7,698,295.41 for the various funds.

Governmental Funds	\$4,015,366.82
BAMA	\$3,680,458.59
BAEDA	<u>\$ 2,470.00</u>
Total	\$7,698,295.41

A summary by funds and detail are attached.

**Cost:** \$2,470.00

**Funding Source:** BAEDA Operational and Capital accounts

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

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

**Attachments:** Check Register dated March 16, 2026

**Recommendation:** .recommend  
Ratify Claims List Check Register dated 03/16/2026

City of Broken Arrow  
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	410,057.03	1,230
220	BA MUNICIPAL AUTHORITY	3,680,458.59	1,479
221	BAMA SALES TAX DEBT SERVICE	1,040,813.40	13
227	CVB-HOTEL MOTEL	26,135.00	66
329	VEHICLE REPLACEMENT FUND	233,671.95	11
330	SALES TAX CAPITAL IMPROVEMENT	592,162.29	32
332	PARK & REC CAP IMPROV	520.00	1
336	E 911	1,071.84	1
341	ALCOHOL ENFORCEMENTS	744.00	1
342	STREET LIGHT FUND	51,023.79	17
343	STREET SALES TAX FUND	155,090.53	9
344	PS SALES TAX POLICE	245,326.10	536
345	PS SALES TAX FIRE	181,270.46	375
349	OPIOID SETTLEMENT FUND	47,586.26	2
592	2014 BOND ISSUE	155,976.09	3
593	2018 BOND ISSUE	573,554.05	32
660	WORKERS COMPENSATIONS	65,608.81	15
661	GROUP HEALTH AND LIFE	224,846.70	13
882	AGENCY FUND DEPOSITS	9,908.52	13
887	ECONOMIC DEVELOP AUTHORITY	2,470.00	2
Total		7,698,295.41	3,851

City of Broken Arrow  
Check Register by Fund



02/26/2026	336862	2004 KIMLEY-HORN & ASSOCIATES	064598216-0126	Events Park Infrastructure 2417210	8871700  570150	2417210	2026/8	1,140.00
			064598216-1225	Events Park Infrastructure 2417210	8871700  570150	2417210	2026/8	1,330.00
					<b>Total For Check # 336862</b>			<b>2,470.00</b>
					<b>Total For Fund 887</b>			<b>2,470.00</b>
					<b>Number of Invoices For Fund 887</b>			<b>2</b>
					<b>Total For ALL Checks</b>			<b>7,698,295.41</b>
					<b>Total Number of Invoices</b>			<b>3,851</b>



# City of Broken Arrow

## Request for Action

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**File #:** 26-383, **Version:** 1

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**Broken Arrow Economic Development Authority  
Meeting of: 03-24-2026**

**Title:**

Consideration and discussion of the Economic Development Briefing Sheets for the first quarter of Calendar Year 2026

**Background:**

A declared goal of the City and the Broken Arrow Economic Development Authority 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. As such, there are currently several economic development projects in some degree of planning, progress, or completion. In an effort to provide a consistent report to the Authority each quarter, members of the Tourism, Economic Development Team (TED), created an EDA Briefing Sheet. In the attachment are overviews of the following developments:

1. Hackberry Market
2. Adam's Creek
3. Aspen Ridge
4. Peak Development
5. The Shoppes at Aspen Creek
6. Tiger Crossing
7. Creek 51 Business Park

**Cost:** None

**Funding Source:** N/A

**Requested By:** Norman Stephens, Assistant City Manager - Administration

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

**Attachments:** EDA Briefing Sheets for Hackberry Market, Adam's Creek, Aspen Ridge, The Shoppes

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**File #: 26-383, Version: 1**

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at Aspen Creek, Tiger Crossing, Creek 51 Business Park

**Recommendation:**

Accept the Economic Development Project Update

## Hackberry Market – EDA Briefing Sheet

<p><b>Parties</b></p> <ul style="list-style-type: none"> <li>• Developer: Sooner Investments Development Co, LLC</li> <li>• Authority: Broken Arrow Economic Development Authority</li> <li>• City: City of Broken Arrow, OK</li> </ul>
<p><b>Key Dates &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• Increment District duration continues until Project Costs are paid or 25 full fiscal years after July 1, 2025</li> </ul>
<p><b>Numbers</b></p> <ul style="list-style-type: none"> <li>• ~211,580 sq ft of retail shopping space</li> <li>• ~22K sq ft (5 outparcels) additional retail and food service</li> <li>• \$97.67M project capital investment</li> <li>• \$83.03M subject to ad valorem tax</li> <li>• \$3.04B in taxable sales over the term of the Increment District</li> <li>• NTE \$22M public infrastructure funding via TIF bonds</li> <li>• ~\$30.05M in Organizational and Debt Service Costs</li> </ul>
<p><b>City Obligations</b></p> <ul style="list-style-type: none"> <li>• Support public infrastructure development up to \$22M (TIF projects: Exhibit E of Hackberry Market Economic Development Project Plan)</li> </ul>
<p><b>Developer Obligations</b></p> <ul style="list-style-type: none"> <li>• Mixed use development, ~211,580 sq ft of retail and service industry space; 5 outparcels expected to be developed into ~22K sq ft of additional retail and food service space</li> <li>• Site development in excess of the \$22M provided by the city (See Exhibit E of Hackberry Market Economic Development Project Plan)</li> </ul>
<p><b>Clawbacks &amp; Default</b></p> <ul style="list-style-type: none"> <li>• Increment excludes sales tax from existing Broken Arrow businesses that relocate into the Increment District; Businesses opening a second location are included in the Increment District</li> <li>• Minor amendments may be made by the city; Review Committee may be reconvened at the direction of the City Council to consider and recommend amendments</li> <li>• Increment District will remain open until all costs/bonds are fully paid</li> </ul>
<p><b>Summary</b></p> <ul style="list-style-type: none"> <li>• \$127.72M Total project investment</li> <li>• \$75.67M Private Investment Total</li> <li>• \$52.05M City Investment (\$22M Infrastructure/\$30.05M Organizational Costs &amp; Debt Service Cost)</li> <li>• ~40.75% City Investment</li> <li>• ~25 Years to pay back</li> <li>• Sales Tax Only TIF District</li> </ul>

<b>Parties</b>
<ul style="list-style-type: none"> <li>• Developer: PDG-Broken Arrow, LLC</li> <li>• Authority: Broken Arrow Economic Development Authority</li> <li>• City: City of Broken Arrow</li> </ul>
<b>Key Dates &amp; Deadlines</b>
<ul style="list-style-type: none"> <li>• Construction completion December 31, 2026</li> <li>• Opening by May 31, 2027</li> <li>• Sales tax rebate begins May 31, 2027 (Quarterly)</li> </ul>
<b>Numbers</b>
<ul style="list-style-type: none"> <li>• 130K sq ft retail and commercial space</li> <li>• ~\$37.1M project capital investment</li> <li>• \$1.299B in taxable sales over the term of the Increment District</li> <li>• NTE \$16M sales tax rebate</li> <li>• ~\$55K Organizational Cost</li> </ul>
<b>City Obligations</b>
<ul style="list-style-type: none"> <li>• Quarterly sales tax rebates not to exceed \$16M</li> </ul>
<b>Developer Obligations</b>
<ul style="list-style-type: none"> <li>• Develop a minimum of 130K sq ft leasable retail and commercial space</li> <li>• Construction completion December 13, 2026</li> <li>• Opening by May 31, 2027</li> <li>• Developer shall provide the Authority and the City with a roster of tenant occupants of the project as of January 1<sup>st</sup> of each year</li> </ul>
<b>Clawbacks &amp; Default</b>
<ul style="list-style-type: none"> <li>• In the event the developer fails to meet the Developers obligations the Authority, at its sole discretion, may terminate this Economic Development Agreement by giving written notice.</li> </ul>
<b>Summary</b>
<ul style="list-style-type: none"> <li>• ~\$37.1M Total project investment</li> <li>• \$21.045M Private Investment Total</li> <li>• \$16.055M City Investment</li> <li>• 43% City Investment</li> <li>• ~23 Years to pay back</li> <li>• Sales Tax Only TIF District</li> </ul>

**Parties**

- Developer: Oaktrust Development, LLC
- Authority: Broken Arrow Economic Development Authority
- City: City of Broken Arrow

**Key Dates & Deadlines**

- Operation of the Reasor’s grocery store shall begin no later than November 1, 2024
- Additional 200K sq ft of commercial and retail space to begin no later than September 30, 2024, and complete by December 31, 2025
- 168-unit multi-family apartment complex to begin no later than October 1, 2025, and complete no later than September 30, 2027

**Numbers**

- \$55.6M capital investment
- NTE \$5.53M in project site improvements
- \$400K Amendment 1 for enclosed storm sewer system
- ≥\$66.9M net new annual taxable sales
- ~\$2.3M new annual sales tax revenues
- ~\$807K in new annual ad valorem tax revenue
- 39.96 acres

**City Obligations**

- Traffic signal at Norfolk and Aspen NTE \$515K
- One deceleration lane on Aspen NTE \$255K
- One water line for commercial services and one fire suppression NTE \$300K
- One sanitary sewer line NTE \$500K
- One building pad site and earthwork directly associated for the parking lot NTE \$1M
- Road from Norfolk east from Aspen to the eastern end of the 20-acre tract NTE \$2.96M
- Enclosed storm sewer system NTE \$400K
- Any excess funds remaining after completion may be used for stormwater improvements NTE \$300K

**Developer Obligations**

- 60,000 sq ft Reasor’s \$7.2M
- 168-unit multi-family apartment complex
- 200K sq ft commercial and retail space
- Open drainage ditch for stormwater run-off

**Clawbacks & Default**

- The Developer is required to return by general warranty deed the 20-acre tract of real property including all improvements and 19.96-acre tract of real property including all improvements (less the 6.5 acres transferred to associated Wholesale Grocers) if the construction obligations are not met in a timely manner.

**Summary**

- ~\$61.53M Total project investment
- \$55.6M Private Investment Total
- \$5.93M City Investment
- 9.6% City Investment
- 25 Years to pay back
- Ad Valorem & Sales Tax Incentive

**Side Agreement to Amendment 5:** Existing stormwater detention facility at Aspen Ridge Development, owned by OakTrust, has been identified as suitable for modification to serve as regional detention facility, benefiting both the Hackberry Market and the OakTrust project.

- Cash payment of \$100K from Hackberry to OakTrust
- \$10K fee for onsite detention paid by OakTrust to the city to satisfy Hackberry's onsite stormwater detention requirements
- OakTrust donates the facility to the city following its modification to serve as a regional detention facility, no later than June 9, 2025
- The city shall plant 15 trees around the facility

**03-05-2026 Update:**

1. Freddie's Frozen Custard and Steakburgers are under construction
2. Currently under contract with Sun Auto, Bank of Oklahoma and Firestone
3. Negotiating with 3 National sit-down restaurants
4. Currently negotiating to locate a hotel next to Core Church
5. Will begin recruiting retailers to locate on the road going into the apartments
6. Apartments are under construction.

## Peak Development – EDA Briefing Sheet

<p><b>Parties</b></p> <ul style="list-style-type: none"> <li>• Developer: Peak Development Services, LLC</li> <li>• Authority: Broken Arrow Economic Development Authority</li> <li>• City: City of Broken Arrow</li> </ul>
<p><b>Key Dates &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• September 18, 2024 company completes due diligence (Amendment 1)</li> <li>• October 18, 2024 company to close on the real property (Amendment 1)</li> <li>• June 30, 2025 company to obtain a signed lease or purchase agreement from a national full-service restaurant</li> </ul>
<p><b>Numbers</b></p> <ul style="list-style-type: none"> <li>• \$2M for 14.6 acres</li> <li>• 6K sq ft national full-service restaurant or alternative national credit tenant (Amendment 1)</li> <li>• 20K sq ft commercial space (Amendment 1)</li> </ul>
<p><b>City Obligations</b></p> <ul style="list-style-type: none"> <li>• Sell the company 14.6 acres for \$2M</li> <li>• Fee waiver for: plan review, engineering fees, building permit fees, infrastructure bonds, tap fees, sewer fees, landscape review fees, miscellaneous fees (e.g. grease traps)</li> </ul>
<p><b>Developer Obligations</b></p> <ul style="list-style-type: none"> <li>• Obtain written approval from the Oklahoma Turnpike Authority for appropriate ingress and egress for emergency services.</li> <li>• 6K sq ft national full-service restaurant or an alternative national credit tenant (Amendment 1)</li> <li>• 20K sq ft commercial space (Amendment 1)</li> <li>• Recruit a mid-tier hotel (Amendment 1)</li> <li>• Continue to recruit a national full-service restaurant (Amendment 1)</li> </ul>
<p><b>Clawbacks &amp; Default</b></p> <ul style="list-style-type: none"> <li>• If the developer is unable to obtain a signed lease or purchase agreement from a national full-service restaurant by June 30, 2025, the Authority shall have the option, at its sole discretion, to purchase the square footage platted for a restaurant (to be no less than 2.00 acres) back from the company at the rate of \$4.00 per sq ft. (Amendment 1)</li> <li>• If the developer fails to construct commercial space consisting of a minimum of 20K sq ft, the parties agree that the company shall reimburse the BAEDA a maximum of \$150K for the infrastructure improvements made or directed to be made by BAEDA. (Amendment 1)</li> </ul>
<p><b>Summary</b></p> <ul style="list-style-type: none"> <li>• \$2M + fee waivers City Investment</li> <li>• Land Incentive</li> </ul>

**3-06-2026 Update:**

- Infrastructure
  - Site has utilities stubbed to all parcels and ready for vertical construction
  - Access driveways for 3 retail pads and sit-down parcel are in/being poured
- Retail/Commercial
  - McDonald's to be fully open in Q2
  - 7 Brew being developed south of McDonald's

- Tinker Financial Credit Union dirt work has begun south of 7 Brew location; Anticipated opening Q3
- Agreement has been reached with Firestone Complete Auto for Lot 6, southwest of the fire station
- Negotiating with Texas Roadhouse; Still reaching out to other sit-down restaurants
- Working on a two-tenant restaurant serving breakfast, lunch and dinner (e.g. IHOP/Applebee's)
- Discussions have happened with several hotel groups; Consistent feedback is the area is still an emerging market from a hospitality standpoint

<p><b>Parties</b></p> <ul style="list-style-type: none"> <li>• Developer: Walman Brown Aspen Development LLC</li> <li>• Authority: Broken Arrow Economic Development Authority</li> <li>• City: City of Broken Arrow, OK</li> </ul>
<p><b>Key Dates &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• Phase 1: Will be completed within 24 months of commencement</li> <li>• Phase 2: Will be completed within 24 months of completion of Phase 1</li> <li>• Phase 3: Will be completed within 24 months of completion of Phase 2</li> </ul>
<p><b>Numbers</b></p> <ul style="list-style-type: none"> <li>• 37.9-acre site</li> <li>• \$2,500,354 total to purchase property from the Authority spread over 3 phases</li> <li>• \$24M Capital Investment</li> <li>• NTE \$6M infrastructure funding by the Authority</li> <li>• \$76M total annual sales spread over 3 phases of construction</li> <li>• 260K sq ft retail/commercial space spread over 3 phases of construction</li> </ul>
<p><b>City Obligations</b></p> <ul style="list-style-type: none"> <li>• \$6M in infrastructure funding</li> <li>• Phase 1: Sell ~21 acres for the sum of \$10.00 to the developer</li> <li>• Phase 2: Sell North 11 acres for the sum of \$2.00/sq. ft. (\$958,320.00)</li> <li>• Phase 3: Sell remaining 5.9 acres for the sum of \$6.00/sq. ft. (\$1,542,024)</li> </ul>
<p><b>Developer Obligations</b></p> <ul style="list-style-type: none"> <li>• Phase 1: ~160K sq ft commercial/retail and 4 pad sites</li> <li>• Phase 2: ~80K sq ft commercial/retail and 4 pad sites</li> <li>• Phase 3: ~20K sq ft commercial/retail or 2 additional restaurant pads</li> <li>• Developer pays all costs of Project Site Infrastructure more than \$6M</li> <li>• Developer maintains ownership of parking lot as constructed and shall be solely responsible for its upkeep and maintenance</li> </ul>
<p><b>Clawbacks &amp; Default</b></p> <ul style="list-style-type: none"> <li>• Authority can grant a one-time 12-month extension for Phase 1</li> <li>• Phase 1: Failure of the Developer shall cause the Developer to pay the Authority \$2,286,900</li> <li>• Phase 2: Failure of the Developer shall cause the Developer to pay the Authority \$1,197,900</li> <li>• Phase 3: Failure of the Developer shall cause the Developer to pay the Authority \$642,510</li> </ul>
<p><b>Summary</b></p> <ul style="list-style-type: none"> <li>• \$30M Total project investment</li> <li>• \$24M Private Investment Total</li> <li>• \$6M City Investment</li> <li>• 25% City Investment</li> <li>• 4 Years to pay back</li> <li>• Public/Private Partnership</li> </ul>

<b>Parties</b>
<ul style="list-style-type: none"> <li>• Developer: Shops at Tiger Crossing, LLC.</li> <li>• Authority: Broken Arrow Economic Development Authority</li> <li>• City: City of Broken Arrow</li> </ul>
<b>Key Dates &amp; Deadlines</b>
<ul style="list-style-type: none"> <li>• November 2025 construction start</li> <li>• November 2027 Phase 1 completion (7 pad sites =25K+ sq ft of commercial and retail space)</li> <li>• May 1, 2030 (7 pad sites, 25K+ sq ft commercial and retail space and 13,175 sq ft ops building)</li> <li>• May 1, 2027 quarterly sales tax rebate begins</li> </ul>
<b>Numbers</b>
<ul style="list-style-type: none"> <li>• \$14,612,500 capital investment</li> <li>• NTE \$2.23 M Authority/City Assistance</li> <li>• ~\$30M in additional annual sales</li> <li>• ~\$2.5M new annual sales tax revenue</li> <li>• ~\$525K new annual ad valorem tax revenue</li> <li>• 200 construction jobs</li> <li>• 125 new full-time jobs</li> </ul>
<b>City Obligations</b>
<ul style="list-style-type: none"> <li>• NTE \$2M sales tax rebate (.815%)</li> <li>• Sales tax rebate shall not exceed 20 years</li> <li>• NTE \$20K for 600 LF of sidewalk along County Line</li> <li>• NTE \$210K waiver for permits and fee-in-lieu of detention</li> </ul>
<b>Developer Obligations</b>
<ul style="list-style-type: none"> <li>• 7 pad sites for commercial and retail totaling 25K sq ft</li> <li>• 13,175 sq ft company operation building</li> </ul>
<b>Clawbacks &amp; Default</b>
<ul style="list-style-type: none"> <li>• Failure to complete project by May 2030 agreement is void, no rebates</li> <li>• Developer must repay all incentive funds within 120 days, if taxes to the City become delinquent and not cured within 90 days</li> </ul>
<b>Summary</b>
<ul style="list-style-type: none"> <li>• \$14,612,500 Total Project Investment</li> <li>• \$12,382,500 Private Investment Total</li> <li>• \$2.23M City Investment</li> <li>• 15.3% City Investment</li> <li>• 20 Years to pay back</li> <li>• Sales Tax Incentive</li> </ul>

## Tiger Crossing– EDA Briefing Sheet

### Parties

- Developer: Shops at Tiger Crossing, LLC.
- Authority: Broken Arrow Economic Development Authority
- City: City of Broken Arrow

### Key Dates & Deadlines

- November 2025 construction start
- November 2027 Phase 1 completion (7 pad sites =25K+ sq ft of commercial and retail space)
- May 1, 2030 (7 pad sites, 25K+ sq ft commercial and retail space and 13,175 sq ft ops building)
- May 1, 2027 quarterly sales tax rebate begins

### Numbers

- \$14,612,500 capital investment
- NTE \$2.23 M Authority/City Assistance
- ~\$30M in additional annual sales
- ~\$2.5M new annual sales tax revenue
- ~\$525K new annual ad valorem tax revenue
- 200 construction jobs
- 125 new full-time jobs

### City Obligations

- NTE \$2M sales tax rebate (.815%)
- Sales tax rebate shall not exceed 20 years
- NTE \$20K for 600 LF of sidewalk along County Line
- NTE \$210K waiver for permits and fee-in-lieu of detention

### Developer Obligations

- 7 pad sites for commercial and retail totaling 25K sq ft
- 13,175 sq ft company operation building

### Clawbacks & Default

- Failure to complete project by May 2030 agreement is void, no rebates
- Developer must repay all incentive funds within 120 days, if taxes to the City become delinquent and not cured within 90 days

### Summary

- \$14,612,500 Total Project Investment
- \$12,382,500 Private Investment Total
- \$2.23M City Investment
- 15.3% City Investment
- 20 Years to pay back
- Sales Tax Incentive

## Creek 51 Business Park– EDA Briefing Sheet

<b>Parties</b>
<ul style="list-style-type: none"> <li>• Developer: Creek 51 Business Park, LLC</li> <li>• Authority: Broken Arrow Economic Development Authority</li> <li>• City: City of Broken Arrow</li> </ul>
<b>Key Dates &amp; Deadlines</b>
<ul style="list-style-type: none"> <li>• Tax Increment District expires December 30, 2030</li> </ul>
<b>Numbers</b>
<ul style="list-style-type: none"> <li>• \$73.1M investment</li> <li>• \$5.355M public investment</li> <li>• 812,700 sq ft business and industrial space for lease or sale</li> </ul>
<b>City Obligations</b>
<ul style="list-style-type: none"> <li>• NTE \$5M investment incentive from future ad valorem taxes</li> <li>• \$300K public infrastructure investment</li> <li>• \$55K organizational cost</li> </ul>
<b>Developer Obligations</b>
<ul style="list-style-type: none"> <li>• \$73.1M investment</li> <li>• 812,700 sq ft business and industrial space for lease or sale</li> </ul>
<b>Clawbacks &amp; Default</b>
<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Summary</b>
<ul style="list-style-type: none"> <li>• \$73.1M Total project investment</li> <li>• \$67.745M Private Investment Total</li> <li>• \$5.355M City Investment</li> <li>• ~7.3% City Investment</li> </ul>

### 3-04-2026: Update from Amber

Creek 51 is currently home to three businesses: Sunbelt Rentals, Hatfield Companies, and Drilling Equipment Resources. At present, one company is evaluating Lot 5, and this week I will be submitting both Lots 5 and 6 for consideration for a prospective industrial project. If the site advances in the selection process, the client intends to visit next week for a site tour. The project represents an estimated \$80 million capital investment and approximately 210 new jobs over a five-year period.