



City of Broken Arrow
Meeting Agenda
Broken Arrow Economic Development
Authority

Chairperson Debra Wimpee

Vice Chairman Johnnie Parks

Trustee Lisa Ford

Trustee Justin Green

Trustee David Pickel

Tuesday, December 2, 2025

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

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

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

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

4. Consideration of Items Removed from Consent Agenda

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

- 6. General Authority Business - NONE**
- 7. Remarks and Inquiries by Governing Body Members**
- 8. Remarks and Updates by City Manager and Staff**
- 9. Executive Session**

Executive Session for the purpose of confidential communications between the Broken Arrow Economic Development Authority, the General Manager, the City Attorney, and the Director of Economic Development to discuss and confer on matters pertaining to an economic development project known as “Project Sapling,” and taking appropriate action in open session regarding such project, pursuant to 25 O.S. § 307(C)(11).

- 10. Adjournment**

NOTICE:

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

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

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

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

21 O.S. Section 280 provides the following:

- A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.
- B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.
- C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.
- D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this _____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 25-72, Version: 1

Broken Arrow Economic Development Authority
Meeting of: 12-02-2025

Title:

**Approval of the Broken Arrow Economic Development Authority Meeting Minutes
of November 17, 2025**

Background:

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **November 17, 2025 Broken Arrow Economic Development Authority Minutes**

Recommendation:

Approve the minutes of the November 17, 2025 Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

City Hall
220 S 1st Street
Broken Arrow OK
74012

Broken Arrow Economic Development Authority

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

Monday, November 17, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:02 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-71 **Approval of the Broken Arrow Economic Development Authority Meeting Minutes of November 04, 2025**
- B. 25-1529 **Acknowledgement of submittal of the September 2025 Broken Arrow Economic Development Corporation's Monthly Report**
- C. 25-1598 **Ratification of the Claims List Check Register Dated November 10, 2025**

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

Move to approve the Consent Agenda

The motion carried by the following vote:

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

4. Consideration of Items Removed from Consent Agenda - NONE

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

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon recognized Amber Miller's five-year work anniversary, expressing appreciation for her contributions to the TED team and the Council. He noted seeing her at the tree-lighting event and emphasized how glad they are that she returned to the city. He also mentioned signing many employee anniversary certificates, highlighting Farhad's 45 years of service and Bill Cade's 50 years of service. This led to a discussion of a proposed City Employee or City Official Hall of Fame to honor long-serving, outstanding staff. City Manager Spurgeon reflected on how meaningful it is each year to recognize employees across all stages

of their careers.

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at 8:04 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Debra Wimpee
Move to Adjourn

The motion carried by the following vote:

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

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-1708, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 12-02-2025

Title:

Acknowledgement of Broken Arrow City Council's September 2, 2025, approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lots, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)

Background:

This item is for the Broken Arrow Economic Development Authority to acknowledge the Broken Arrow City Council's approval of PR-000671-2024 | PT-002022-2025, the conditional final plat for Arrow Forge Innovation District.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Conditional Final Plat & Covenants
Staff Report Roundabout Design

Recommendation:

Acknowledge City Council's approval of PT-002022-2025, conditional final plat for Arrow Forge Innovation District.

FINAL PLAT

ARROW FORGE

PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-THREE (33)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

SUBDIVISION STATISTICS

4 BLOCKS, 4 LOTS, 5 RESERVES

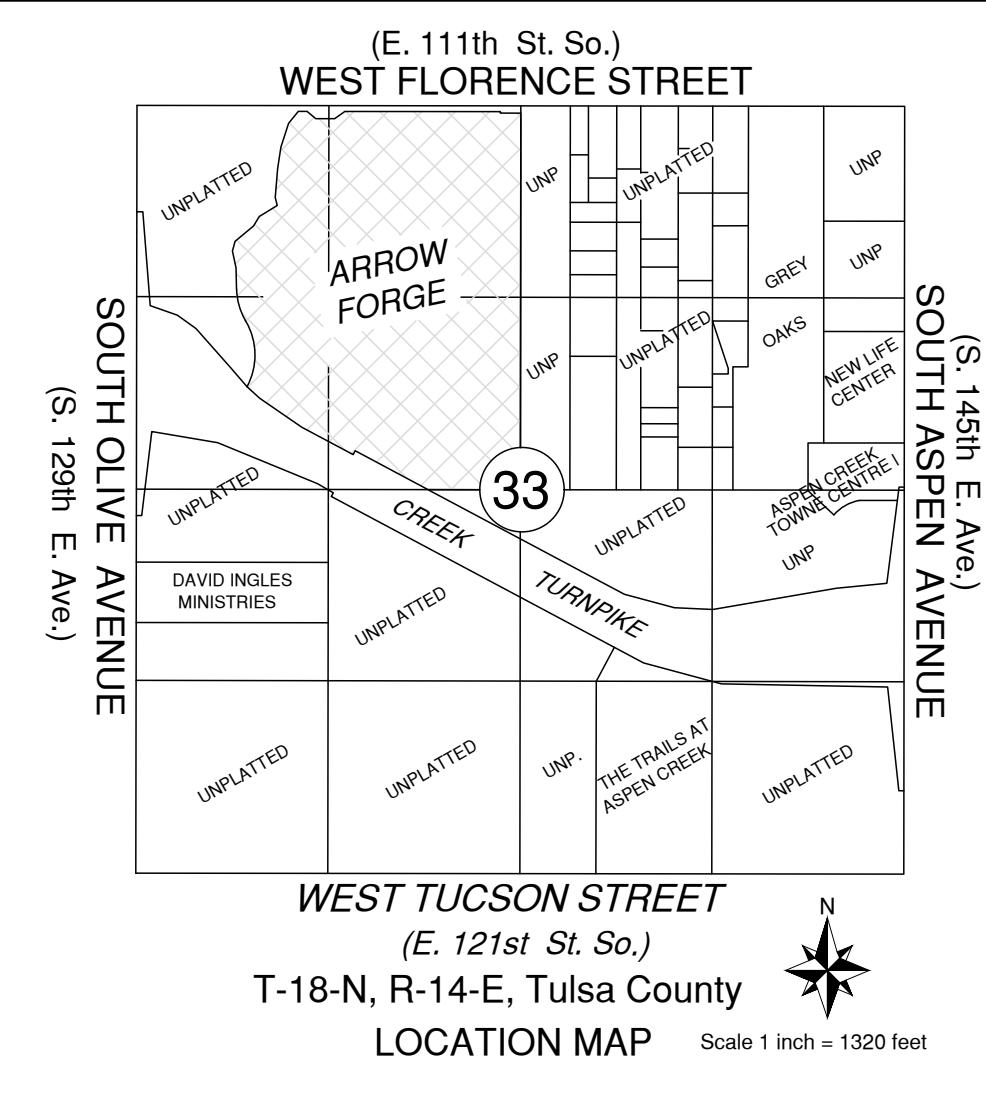
SUBDIVISION AREA GROSS: 4,335,143 Square Feet or 99.5212 Acres

SUBDIVISION AREA NET (less right of way): 4,010,626 Square Feet or 92.0713 acres

BLOCK 1, LOT 1 : 231,566 Square Feet or 5.3160 Acres
BLOCK 2, LOT 1 : 217,837 Square Feet or 5.0008 Acres
BLOCK 3, LOT 1 : 1,033,128 Square Feet or 23.7174 Acres
BLOCK 4, LOT 1 : 1,035,764 Square Feet or 29.9762 Acres
RESERVE A: 154,565 Square Feet or 3.5483 Acres
RESERVE B: 144,792 Square Feet or 3.3240 Acres
RESERVE C: 33,302 Square Feet or 0.7645 Acres
RESERVE D: 808,396 Square Feet or 18.5582 Acres
RESERVE E: 81,276 Square Feet or 1.8658 Acres

ADDRESS: 4800

Block	Lot	Address
1	1	4800 S. Joshua Ave. (or) 3201 W. Gulfport St.
2	1	4803 S. Joshua Ave. (or) 3206 W. Gulfport St. (or) 4800 S. Indianwood Ave.
3	1	5155 S. Indianwood Ave.
4	1	3205 W. Gulfport St. (or) 5156 S. Indianwood Ave.

FINISH FLOORS to be in compliance with current
City of Broken Arrow Subdivision Regulations.

T-18-N, R-14-E, Tulsa County

LOCATION MAP Scale 1 inch = 1320 feet

NOTES:

Stormwater detention accommodations for this site are provided by Fee-in-Lieu of Detention Determination #DD-043024-23, 4/30/2024, onsite required.

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

Monuments Found as shown or set with 1/8" or 3/8" rebar and cap stamped "CA5524"

Horizontal Datum & Bearings and distance based on the Oklahoma State Plane, Zone North NAD83 grid combined scale factor 1.0000769693022900 Grid to Ground

Vertical Datum NAVD 1988

Benchmark #1
1" Rebar at North Quarter Corner (N/4c) of Section 33
North 372205.034, East 2612025.688, Elevation 692.51

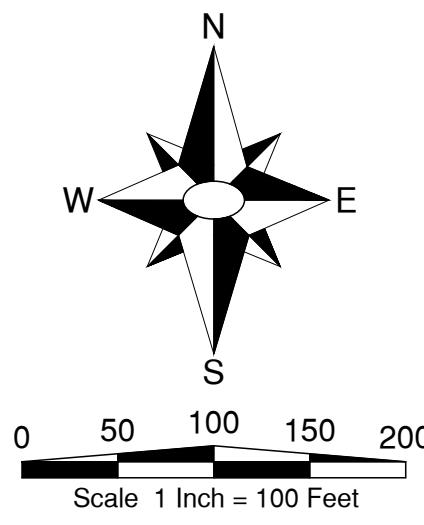
Benchmark #2
Brass Cap at Northwest Corner (NWc) of Section 33
North 372210.508, East 2609385.401, Elevation 675.21

FEMA Special Flood Hazard Areas per
FIRM Panel #40143C0452L 10/16/2012
FIRM Panel #40143C0389L 10/16/2012

OWNER:
Broken Arrow Economic
Development Authority
220 S. First Street
Broken Arrow, Oklahoma 74012
918.259.2400

ENGINEER:
BKL, Inc.
Ryan Mahaffey, PE
1623 E. 6th Street
Tulsa, Oklahoma 74120
918.835.9588
mahaffey@bklinc.com
CA #62 exp 6/30/2026

SURVEYOR:
GEODECA, LLC
Russell Muzika, PLS
P.O. Box 33012
Tulsa, Oklahoma 74153
918.949.4064
rmuzika@geodeca.com
CA #5524 exp 6/30/2026



Scale 1 Inch = 100 Feet

Parcel #8433-84-33-31410
SEGED COMPANIES INC
UNPLATEDParcel #8433-84-33-31410
SEGED COMPANIES INC
UNPLATED

FINAL PLAT

ARROW FORCE

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
ARROW FORCE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Broken Arrow Development Authority, is the sole owner in fee simple, hereinafter referred to as the 'Developer' of the following described real property in Tulsa County, State of Oklahoma, (the "Property") to-wit;

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 11°4'45" East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 11°4'45" East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88°36'01" West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line of the Creek Turnpike; Thence along said Northerly right-of-way line for the following Five (5) courses: North 63°26'36" West for a distance of 579.83 feet; Thence South 26°33'23" West for a distance of 30.00 feet; Thence North 63°26'36" West for a distance of 400.58 feet; Thence North 56°54'49" West for a distance of 351.70 feet; Thence North 49°03'43" West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non-tangent curve to the left, having an initial tangent bearing of North 26°41'34" East, a central angle of 58°03'11", with a chord bearing and distance of North 22°0'01" West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31°21'37" West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28°24'11", with a chord bearing and distance of North 17°09'31" West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2°57'25" West for a distance of 148.00 feet; Thence North 13°27'36" West for a distance of 118.00 feet; Thence North 13°26'14" East for a distance of 70.00 feet; Thence North 48°52'56" East for a distance of 165.00 feet; Thence North 29°45'30" East for a distance of 76.00 feet; Thence North 56°50'08" East for a distance of 145.00 feet; Thence North 15°33'10" West for a distance of 56.00 feet; Thence North 3°18'42" East for a distance of 200.00 feet; Thence North 7°04'09" East for a distance of 150.00 feet; Thence North 16°26'17" East for a distance of 172.00 feet; Thence North 37°45'14" East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88°34'42" East and parallel with the North line of the NW/4, for a distance of 60.35 feet; Thence South 51°36'57" East for a distance of 78.10 feet; Thence North 88°34'42" East and parallel with said North line, for a distance of 130.00 feet; Thence North 53°02'27" East for a distance of 86.02 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 106.71 feet; Thence South 1°25'18" East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning.

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above land, under the name of 'ARROW FORCE', an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U.E." or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompanying plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

b. Underground service cables and gas service lines to all buildings which may be located in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon the installation of such a service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.

c. The supplier of gas service through its agents and employees shall at all times have the right of access to all Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

d. The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the lot owner shall pay for damage or relocation of facilities caused by acts of the lot owner, or the lot owner's agents or contractors.

e. The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

f. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it.

g. The owner of ARROW FORCE shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of ARROW FORCE will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.

h. The foregoing covenants set forth in this paragraph "2" shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.

b. Within the utility easements areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

c. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner his agents or contractors.

d. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.

e. All private storm sewer is the responsibility of the lot owner.

f. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the ARROW FORCE shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

5. LAND USE

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

6. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

7. LOT SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in all applicable City of Broken Arrow ordinances and regulations.

9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow.

10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, and shall be appurtenant to each affected lot owner, provided governmental agencies and the suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the "Property".

11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of ARROW FORCE is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of ARROW FORCE. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority. Reserve C is a Restricted Sanitary Sewer Easement Area and Lift Station Area not to be used for Detention.

SECTION III. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the Broken Arrow Development Authority.

2. Broken Arrow Development Authority, reserves the right in its sole discretion and without joinder of any party, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Broken Arrow Development Authority and filed in the office of the Tulsa County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof that's set forth herein which shall remain in full force and effect.

In witness whereof _____ has executed this instrument on this _____ day of _____, 2025.

Broken Arrow Development Authority

By: _____ Manager

STATE OF OKLAHOMA }
COUNTY OF TULSA }ss

This instrument was acknowledged before me on this _____ day of _____, 2025,

by _____ for Broken Arrow Development Authority

Notary Public

My Commission expires:

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above and that the accompanying plat designated herein as "ARROW FORCE an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this _____ Day of _____, 2025

Russell M. Muzika, Professional Land Surveyor Okla. #1603
GEODECA LLC CA #5524, Renewal June 30, 2026

STATE OF OKLAHOMA }
COUNTY OF TULSA }ss

This instrument was acknowledged before me on this _____ day of _____, 2025,

by _____ for Russell M. Muzika

Notary Public

My Commission expires:



CITY OF
BROKEN ARROW
Where opportunity lives



ARROW FORGE

ROADWAY PLAN AND PROFILE (1 OF 6)

DATE	REVISIONS	DESIGN	DRAFTED	DATE
JCD	MRW	6/25		
REVIEWED	PROJECT NO.			
RIM	2352100			
APPROVED	SHEET	R001		
COBA	OF	115		

105+00
106+00

107+00
108+00

108+00

EDDA

Gulfport St.
ELEV. 682.55
2610930.74

T-18-N, R-14-E
SEC. 33

W. Gulfport St.

PROPRIP

TOCTOS

PROPRUE

STR-1
TC = 683.61
FL = 678.33

STR-2
TC = 683.63
FL = 677.13

STR-3
TC = 683.55
FL = 678.96

STR-29
TC = 684.12
FL = 679.17

STR-30
TC = 685.98
FL = 680.83

STR-5
TC = 687.42
FL = 682.16

TOCTOS

PROPRUE

PROPRW

PROPWATERLINE A

TRANSITI

TRANSITI BEGIN

TRANSITI END

TRANSITI CONT

SSMH-14

SSMH-15

SSMH-16

104+00

105+00

106+00

107+00

108+00

108+20

109+00

110+00

111+00

112+00

113+00

114+00

115+00

116+00

117+00

118+00

119+00

120+00

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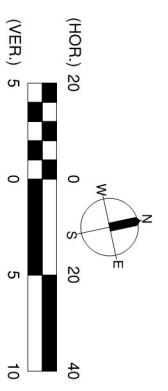
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SUPERELEVATION TABLE				
	STA. TO STA.	CROSS SLOP ERT	CLOSS SLOP E LT	
TRANSITION BEGIN	107+00 TO 108+00	-1.5% TO -3.1%	-1.5% TO 1.0%	
FULL SUPER	108+00 TO 109+50	-3.1%	1.0%	
TRANSITION END	109+50 TO 111+00	-3.1%	1.0% to -3.1%	



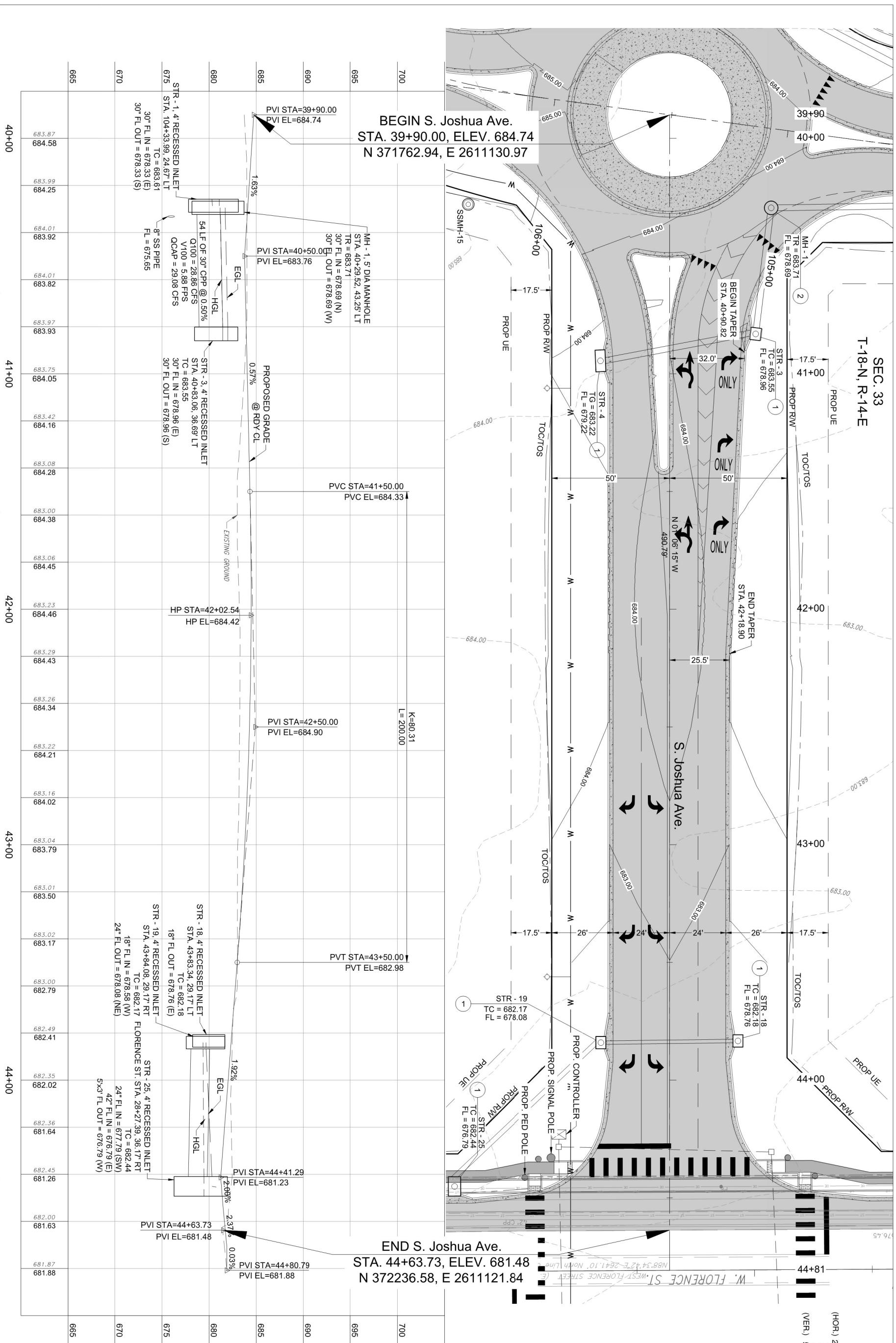


CITY OF
BROKEN ARROW
Where opportunity lives



ARROW FORGE

**ROADWAY PLAN AND
PROFILE**



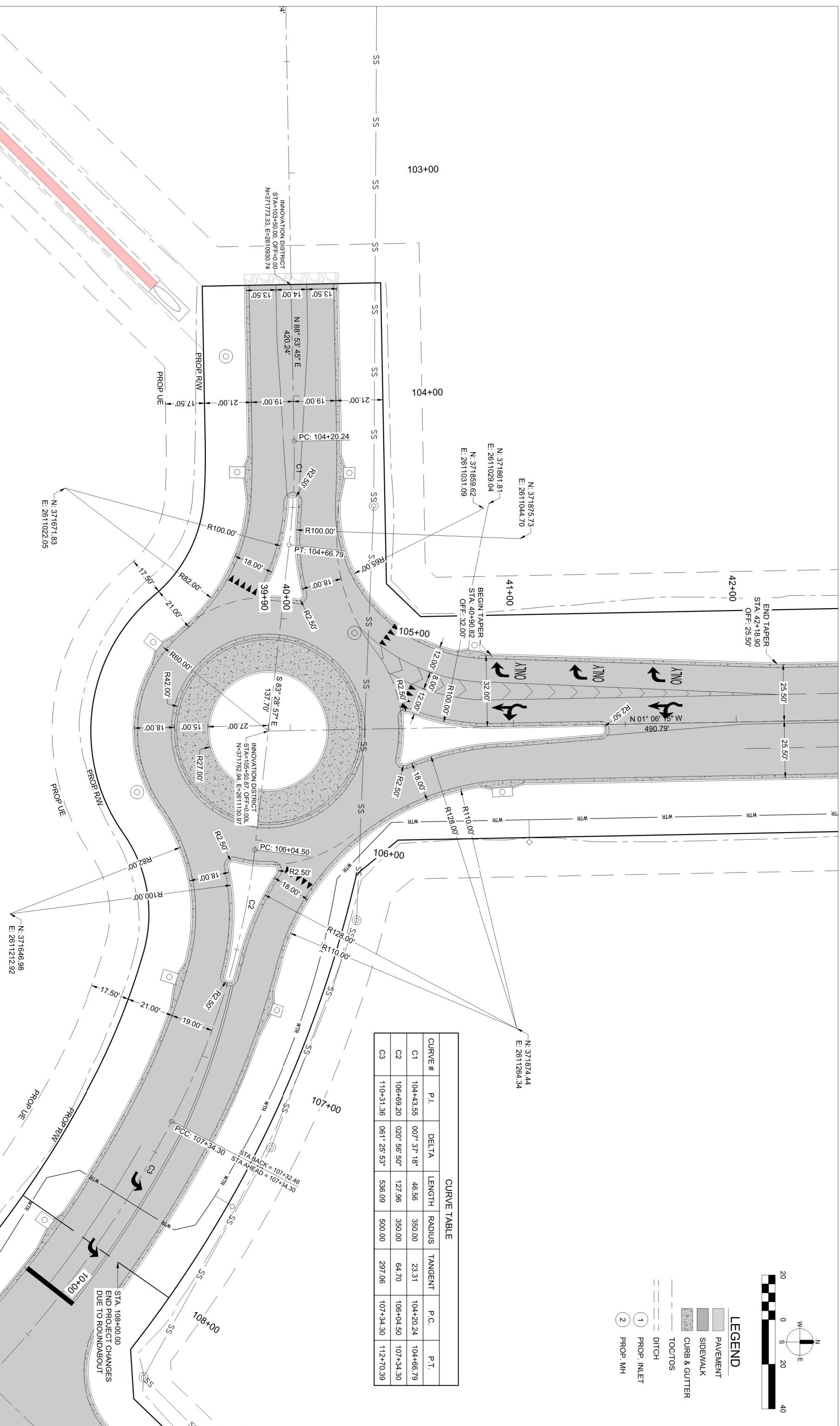


CITY OF
BROKENARROW
Where opportunity lives



ARROW FORGE

ROUNDABOUT - DIMENSION PLAN





City of Broken Arrow

Request for Action

File #: 25-313, **Version:** 1

Broken Arrow Planning Commission
03-18-2025

To: **Chair and Commission Members**
From: **Community Development Department**
Title:

Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lot, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)

Background:

Applicant: GEODECA, LLC
Owner: Broken Arrow Economic Development Authority
Developer: Broken Arrow Economic Development Authority
Engineer: BLK, Inc.

Location: Approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)

Size of Tract Approximately 92.20 acres

Number of Lots: 4

Zoning: A-1 (Agricultural)

Comp Plan: Level 3 (Transition area), Level 4 (Commercial/Employment Nodes), and Greenway/Floodplain

PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge Innovation District, proposes to have 4 lots on 92.20 acres and is located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street). The property is currently zoned A-1 and is unplatte and undeveloped. Each proposed lot meets the frontage and size requirement of the A-1 zoning district.

Access will be provided by two access points from the Florence Street. The main spine road is to act as a future frontage road connecting to Norfolk Drive to the east.

According to FEMA maps, the western portion of the property is in a 100-year floodplain area. Areas designated as floodplain will be placed in a Reserve Area. Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 4, 2025 and recommended for approval.

Attachments: Checklist
Conditional Final Plat & Covenants

Recommendation:

Staff recommends PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge, be approved, subject to the attached checklist.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel



City of Broken Arrow

Request for Action

File #: 25-1709, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 12-02-2025

Title:

Acknowledgement of Broken Arrow City Council's November 4, 2025, approval of COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge Innovation District, approximately 99.52 acres, Level 3, 6, and FD to Level 7, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)

Background:

This item is for the Broken Arrow Economic Development Authority to acknowledge the Broken Arrow City Council's approval of COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge Innovation District, approximately 99.52 acres, from Level 3, 6, and FD to Level 7.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Planning Commission Staff Report

Case Map

Aerial

Current

Comprehensive Plan

Recommendation:

Acknowledge City Council's approval of COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge Innovation District, approximately 99.52 acres, Level 3, 6, and FD to Level 7.

Broken Arrow Planning Commission
10-23-2025

To: **Chairman and Commission Members**
From: **Community Development Department**
Title:
..title

Public hearing, consideration, and possible action regarding COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge, 99.52 acres, Levels 3, 6, and FD to Level 7 and FD, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)

..End

Background:

Applicant: Charlie Bright, City of Broken Arrow
Owner: Broken Arrow Economic Development Authority
Developer: N/A
Engineer: NA
Location: On the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)
Size of Tract 99.52 acres
Number of Lots: 1 lot
Present Zoning: AG (Agricultural)
Comp Plan: Level 3 (Transition Area), Level 6 (Regional Employment/Commercial) and FD (Floodplain/Greenway) to Level 7 (Major Industrial) and FD (Floodplain/Greenway)

COMP-002424-2025 is a request to change the Comprehensive Plan designation from Levels 3, 6 and FD to Levels 7 and FD on approximately 99.52 acres which is in the process of being platted. The property is located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Ave.)

The applicant is requesting this change to the comprehensive plan for the purpose of the development of an innovation district. This investment by Broken Arrow voters, who approved the initial infrastructure needed to create an innovation district in the 2018 General Obligation Bond, exemplifies the city's dedication to economic growth and innovation.

Amending the Comprehensive Plan to Level 7 could potentially allow a future rezoning to CH (Commercial Heavy), Industrial Light (IL), or Industrial Heavy (IH). The Arrow Forge innovation district's mission is to create various job opportunities, from advanced manufacturing to technology. These jobs will offer competitive wages and the opportunity for career development and skills building, strengthening our workforce and preparing industries for the future.

Table 4-1: Land Use Intensity System Zoning Districts Table

Zoning Districts	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A-1: Agricultural District	Allowed						
RE: Residential Estate District	Allowed						
RS-1: SF Residential District	Allowed						
R-2: SF Residential District	Possible	Allowed	Possible				
RS-2: SF Residential District	Possible	Allowed	Possible				
RS-3: SF Residential District	Possible	Allowed	Possible				
RS-4: SF Residential District		Allowed	Allowed				
RD: Residential Duplex District		Possible	Allowed				
RM: Residential MF District			Allowed	Possible	Possible		
RMH: Residential Mobile Home District			Allowed				
NM: Neighborhood Mixed Use District			Allowed	Allowed			
CM: Community Mixed-Use District			Possible	Allowed			
DM: Downtown Mixed-Use Core District					Allowed		
DF: Downtown Fringe District					Allowed		
ON: Office Neighborhood District		Possible	Allowed	Allowed	Possible		
CN: Commercial Neighborhood District				Allowed	Possible	Allowed	
CG: Commercial General District				Allowed	Possible	Allowed	
CH: Commercial Heavy District						Allowed	Possible
IL: Industrial Light District						Possible	Allowed
IH: Industrial Heavy District							Allowed

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Levels 3, 6, FD, and Public	AG	Single-family residential, Vacant, and Public/Institutional
East	Level 1	AG	Agriculture
South	Levels 6 and 3	CH and AG	Vacant
West	Level 6	AG	Vacant

According to FEMA Maps, a portion of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

Attachments: Case Map
Aerial Photo
Current Comprehensive Plan Map

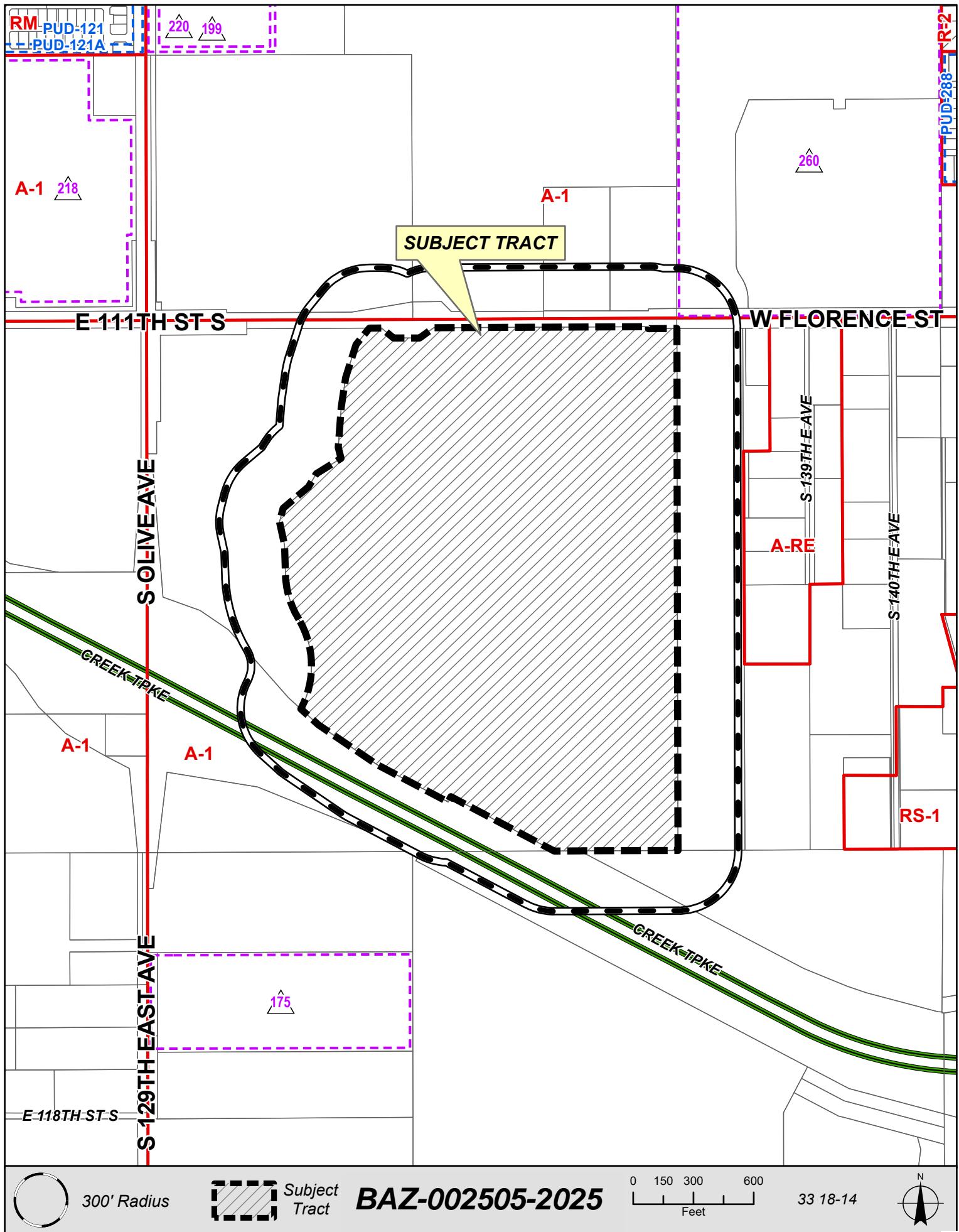
Recommendation:

Based on the location of the property being between an arterial road and the Creek Turnpike and 2018 voter approval of bond funds for a Broken Arrow Innovation District, Staff recommends COMP-002424-2025 be approved, subject to the property being platted.

Reviewed by: Rocky Henkel

Approved by: Rocky Henkel

JAJ





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



Subject
Tract

COMP-002424-2025

0 150 300 600
Feet

33 18-14



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

E-111TH ST-S

W FLORENCE ST

S OLIVE AVE

GREEK TPKE

S 129TH EAST AVE

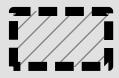
E-118TH ST-S

S-139TH E AVE

S-140TH E AVE

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

 300' Radius

 Subject Tract

COMP-002424-2025

0 150 300 600
Feet

33 18-14





City of Broken Arrow

Request for Action

File #: 25-1678, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 12-02-2025

Title:

Approval of and authorization to execute Fifth Amendment to Economic Development Agreement by and among Sunset at Broken Arrow, LLC, and the Broken Arrow Economic Development Authority and the City of Broken Arrow

Background:

The Broken Arrow Economic Development Authority, City of Broken Arrow and Sunset at Broken Arrow, LLC entered into certain Economic Agreement on October 3, 2023. The terms and conditions of the Agreement required that the parties to the Agreement take certain actions no later than January 31, 2024. Pursuant to Section 2.1 of the Agreement, the parties agree that an extension of certain deadlines set forth in the Agreement is necessary.

The obligations of the Authority, the City, and the Developer to proceed with their respective obligations are subject to the satisfaction or waiver of the following conditions precedent set forth in this Section 2.1. On January 31st, the parties entered into agreement an extension of the deadline of the conditions precedent in Section 2.1. The First Amendment to Economic Development Agreement by and among Sunset at Broken Arrow, LLC, and the Broken Arrow Economic Development Authority and the City of Broken Arrow was approved by Broken Arrow City Council and the Broken Arrow Economic Development Authority on February 6, 2024.

As of the date of the First Amendment, items A, B, C and D below had been completed. It was agreed upon that items E and F below shall be completed no later than February 21, 2024, or such later date as may be mutually agreed upon by the parties hereto. Item E was completed on February 6, 2024.

Pertaining to item F, engineers for Rural Water District #4 have confirmed that the District has capability to provide for domestic water based on flow rates delivered to the City by Sunset of Broken Arrow. However, those flow rates do not include fire suppression of which those rates will be determined by the Fire Marshal upon deliverance of a site plan and flow rates from Sunset of Broken Arrow. The City and Authority requested an extension contained within the Second Amendment to allow for adequate review by the regulatory parties upon the receipt of a site plan by April 30, 2024.

The Third Amendment of the Economic Development Agreement addressed Section 4.1, Section 5.6 and Section 5.7 of the agreement.

As of April 11, 2024. the Notes team indicated that they had recently received flow rate information. They requested time to review and forward to the City Engineering team for review. Once those reviews are

completed, the Notes team will need to submit the documentation to the Fire Marshal for final fire suppression rate determination. The City will take the finalized flow data and submit to Rural Water #4 for confirmation to complete item F.

The Fourth Amendment requests for an extension of Item F to June 30, 2024 to allow for adequate review by the regulatory parties.

The Fifth Amendment request an extension of Item 3.1 sets forth the Sunset Amphitheater is projected to be open by November 15, 2026.

In Article 5, item 5.7 A. the Fifth Amendment requires that the Developer, or a contract vendor, shall provide law enforcement personnel to handle all traffic control on City streets, as approved by the Police Chief.

In Article 5 - I, the Fifth Amendment requires the Develop to make any repairs to the curb, gutters, and road surface that has been damaged and / or is in disrepair on or about Gary Street between 38th street and Rosewood Elementary School upon completion of the Project or November 15, 2026, whichever is sooner.

In Article 5 - J, the Fifth Amendment requires the Developer to be responsible for mowing, edging and maintaining the landscaping on the Venue grounds and parking areas effective March 15, 2026.

In Article 5 - K, the Fifth Amendment requires the Developer or the contract vendor to provide the City, through its Police Department, access to live video feeds from designated cameras on the Project's property for the purpose of monitoring and real-time incident response.

Cost: None

Funding Source: N/A

Requested By: Travis Stephens, Economic Development Director

Approved By: City Manager's Office

Attachments: Fifth Amendment of Economic Development Agreement

Recommendation:

Approve and authorize execution of the Fith Amendment of the Economic Development Agreement by and among Sunset at Broken Arrow, LLC, and the Broken Arrow Economic Development Authority and the City of Broken Arrow

**FIFTH AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BY AND
AMONG SUNSET AT BROKEN ARROW, LLC AND BROKEN ARROW ECONOMIC
DEVELOPMENT AUTHORITY AND CITY OF BROKEN ARROW, OKLAHOMA**

This FIFTH AMENDMENT is made and entered into this ____ day of December, 2025, by and between SUNSET AT BROKEN ARROW, LLC, a Colorado limited liability company (the "Developer"), BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a municipal public trust (the "Authority") and the City of Broken Arrow, Oklahoma, a municipal corporation (hereinafter called "City"), as beneficiary of the Authority.

WHEREAS, on October 3, 2023, the Developer, Authority and City entered into an Economic Development Agreement (hereinafter "Agreement") for the Sunset Amphitheater Economic Development Project located on 13 acres of property from the Authority within the Increment District immediately north of the Broken Arrow Events Park located at 21101 E 101st Street South, just east of the Creek Turnpike;

WHEREAS, the Developer, the Authority, and the City entered into a First Amendment dated January 31, 2024;

WHEREAS, the Developer, the Authority, and the City entered into a Second Amendment dated February 20, 2024;

WHEREAS, the Developer, the Authority, and the City entered into a Third Amendment dated March 5, 2024;

WHEREAS, the Developer, the Authority, and the City entered into a Fourth Amendment dated April 16, 2024;

WHEREAS, significant project revisions have been made by the Developer to enhance the attendees experience including the roof re-design, improved structural wind walls, and other elements and;

WHEREAS, Section 7.13 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, Except as amended hereby, all terms of the Agreement, as amended, remain in full force and effect without modification or change. The Agreement, as amended by this Amendment, is in all respects ratified and confirmed, and the Agreement, as so amended by this Amendment, shall be read, taken and construed as one and the same instrument. No other term contained therein may be modified without the express written consent of the parties hereto.

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

each of which shall be, and is hereby, substituted in lieu of the corresponding provision in the original Agreement.

I. AMENDMENT TO AGREEMENT

ARTICLE III. NATURE OF THE AGREEMENT

3.1. **SCOPE OF THE PROJECT.** The City desires to encourage economic development in the City by facilitating the payment of the costs of essential infrastructure improvements and remedial costs necessary to make certain property viable for development, all in a manner that encourages commerce, increases entertainment and retail opportunities, and generates a corresponding growth in the local tax base. The Developer proposes to acquire and develop approximately 13 acres of property from the Authority within the Increment District immediately north of the Broken Arrow Events Park located at 21101 E 101st Street South, just east of the Creek Turnpike. The subject property is currently undeveloped land. The Developer's initial commitment includes the construction of a 12,500 seat outdoor entertainment venue with a dedicated stage for a diverse array of performances and outdoor live music concerts. The Sunset Amphitheater is projected to be open by November 15, 2026. The total capital investment in the Sunset Amphitheater is projected to be approximately \$71.5 million, plus \$17.81 million cost of Project Site Improvements (described below) to be funded through the Increment District.

The Authority shall cause to be installed the following infrastructure improvements supporting the Project Site detailed below (collectively, the "Project Site Improvements") on a schedule to be mutually agreed upon with the Developer (the "Project Site Improvements Schedule"). The City and the Authority acknowledge and agree that certain of the Project Site Improvements must be installed before the Developer can begin construction of the Project. The design, construction start dates and completion dates of the Project Site Improvements shall be at the sole discretion of the Authority provided, however, that the Project Site Improvements are completed in accordance with the Project Site Improvements Schedule and that any delay in the completion of the Project Site Improvements shall also result in the Developer being allowed an additional number of days equal to such delay for the Developer to fully perform its obligations set forth in Article IV. The Project Site Improvements include the following (including preliminary estimated project budgets):

- A. On-site surface parking improvements providing a minimum 2,360 spaces, at an estimated cost of \$7,184,834;
- B. Stormwater detention facilities at an estimated cost of \$2,273,400;
- C. Road improvements within the Events Park at an estimated cost of \$2,485,187;
- D. Subject to acquisition of the 41 acres, roadway extension to north end of Project Site at an estimated cost of \$2,120,616;

E. Roadway extension providing connecting access to State Highway 51 at East Washington Street, including railroad crossing improvements, subject to the approval of Union Pacific Railroad, at an estimated cost of \$3,500,000;

F. Construct third access point across creek to connect Project Site with Challenger Sports Complex at an estimated cost of \$250,000.

Notwithstanding the foregoing list, the Project Site Improvements do not include the provision of internet, electric, public utilities or natural gas services to the Project Site. Any necessary costs of those specific utility services shall be borne by the Developer.

The Project Site Improvements are proposed for inclusion as authorized project costs pursuant to the Project Plan. The City and the Authority may utilize Tax Increment revenues derived from the Increment District to offset the costs of the Project Site Improvements provided, however, that the availability or non-availability of such funds shall not relieve the Authority of the obligation to timely construct the Project Site Improvements. The Project Plan may authorize additional costs and/or infrastructure improvements payable from the Tax Increment revenues. The Authority and/or the City has contracted or shall contract for or otherwise cause to be completed, and shall bear the cost, if any, of the Project Site Improvements. Notwithstanding the foregoing, additional project costs may be incurred by agreement of the parties as may be specifically authorized under the Project Plan. Nothing herein shall prohibit the Developer, the Authority, and/or the City from seeking, obtaining, and applying available state, federal, or other funding to the payment of certain Project Site Improvements in lieu of including said Project Site Improvements as project costs under the Project Plan.

The Project will be financed from a combination of public and private sources, including apportionment of sales and use tax increments, hotel tax increments, and other incremental revenues generated within or sourced to the Increment District established in connection with the Project. It will require a combination of public and private actions for implementation.

ARTICLE V. COVENANTS AND OBLIGATIONS OF THE DEVELOPER

5.2 DEVELOPMENT TIMELINE AND OBLIGATIONS OF THE DEVELOPER.

The Developer agrees to complete construction of the Project by November 15, 2026. The Developer's obligation to honor such completion date is specifically conditioned upon timely completion by the City and the Authority of all of their respective obligations hereunder and subject to any delays in full completion of any of the conditions precedent set forth in Articles II and III above, any delays in completion of the Project Site Improvements, or anything beyond the reasonable control of the Developer including but not limited to acts of God, tornado or severe weather event, flood, strikes, shortages of materials or pandemic.

5.7. TRAFFIC CONTROL AND PARKING DESIGN AND OPERATION REQUIREMENTS. It is contemplated that the Developer, or a contract vendor, will operate the parking facilities serving the Project during scheduled events. The City or the Authority may enter into one or more Parking Space Use Agreement(s) with the Developer and/or its contract vendors, which shall provide for the following consideration:

A. The Developer, or a contract vendor, shall provide law enforcement personnel to handle all traffic control on City streets, as approved by the Police Chief.

5.8 PERFORMANCE AND TERMINATION; OTHER REPRESENTATIONS. The Developer shall meet all of the following commitments, or will be subject to liquidated damages in accordance with this Agreement. The commitments are as follows:

A. 13+ Acre Tract. In consideration for conveyance of the 13 acre tract of real property from the Authority to the Developer, the Developer agrees to timely complete the Project as set forth in Section 5.2. In the event that the Developer has not completed construction of the Project prior to November 15, 2026, the Developer will pay to the Authority the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per month for each month in which the Developer has not completed the Project by the first day of said month. The Developer's obligation to honor such completion date is specifically conditioned upon timely completion by the City and the Authority of all of their respective obligations hereunder and subject to any delays in full completion of any of the conditions precedent set forth in Articles II and II above, any delays in completion of the Project Site Improvements, or anything beyond the reasonable control of the Developer including but not limited to acts of God, tornado or severe weather event, flood, strikes, shortages of materials or pandemic. The rights, duties and obligations set forth in this Section 5.8A shall terminate and be of no effect upon the twenty-fifth (25th) anniversary of the date of completion of the Project by the Developer.

B. Performance and Termination. In the event the Developer fails to meet the Developer's obligations outlined in Section 5.1, the Authority shall provide notice to the Developer of such breach and the Developer shall have one (1) year from the date of the Developer's receipt of such notice to cure such breach. In the event that the Developer fails to cure such failure to meet its obligations in Section 5.1 within such time period, the Developer will pay to the Authority the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per month for each month in which the Developer has not completed the Project by the first day of said month. The Developer's timely performance of its obligations set forth in Section 5.1 is conditioned upon timely completion by the City and the Authority of all of their respective obligations hereunder and subject to any delays in full completion of any of the conditions precedent set forth in Article II above, any delays in completion of the Project Site Improvements, or anything beyond the reasonable control of the Developer including but not limited to acts of God, tornado or severe weather event, flood, strikes, shortages of materials or pandemic. The rights, duties and obligations set forth in this Section 5.8B

shall terminate and be of no effect upon the twenty-fifth (25th) anniversary of the date of completion of the Project by the Developer.

C. The parties acknowledge that time is of the essence for purposes of this Agreement.

D. The Developer will use reasonable efforts to use qualified City labor and suppliers under this Agreement, provided however, the Developer may in its sole discretion select suppliers and contractors based on program needs, criteria, and standards.

E. By execution of this Agreement, the Developer certifies that it is a company in good standing under the laws of the State in which it was formed or organized and has provided the Authority sufficient evidence of such. In addition, the Developer certifies that it owes no delinquent taxes to any taxing unit of this City or County at the time of execution of this Agreement.

F. The Developer will furnish to the Authority and City timely updates throughout the term of the Agreement or as requested by the Authority or City, regarding the general project status, market and general summary financial updates regarding the Developer related to the Sunset Amphitheater contained herein.

G. The parties' or their representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes or issues related to this venture.

H. The Developer agrees not to seek any incentives for the Project pursuant to the Oklahoma Tourism Development Act, Title 68, Oklahoma Statutes Section 2391 et seq.

I. The Developer will make any repairs to the curb, gutters, and road surface that has been damaged and/or is in disrepair on or about Gary Street between 38th Street and Rosewood Elementary School upon completion of the Project or November 15, 2026, whichever is sooner. This may include a combination of concrete repairs and asphalt mill and overlay or both. Furthermore, the greenspace used by the Developer south of Gary Street will also be repaired and restored. Both Gary Street and the greenspace south of Gary Street will be restored to a satisfactory level as determined by the City.

J. Per the October 3, 2023, original agreement section 5.7, E, and regardless of the revised Project completion date or any extensions provided herein, the Developer, or a contract vendor, shall be responsible for mowing, edging, and maintaining the landscaping on the venue grounds and parking areas effective March 15, 2026.

K. The Developer or the contract vendor shall provide the City, through its Police Department, established by a future agreement, access to live video feeds from designated cameras on the Project's property for the purpose of monitoring and real-time incident response.

II. CONTINUING TERMS OF THE AGREEMENT

Except as amended hereby, all terms of the Agreement shall remain in full force and effect unless specifically modified herein. The Agreement, as amended by this amendment, is in all respects ratified and confirmed, and the Agreement, as so amended by the Amendment shall be read, taken and construed as one and the same instrument. No other term contained herein may be modified without the express written consent of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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

**BROKEN ARROW ECONOMIC
DEVELOPMENT AUTHORITY:**

By: _____
Debra Wimpee, Chairperson

Date: _____

Attest:

Secretary

CITY OF BROKEN ARROW:

By: _____
Debra Wimpee, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:



Assistant City Attorney

SUNSET AT BROKEN ARROW, LLC:

By: _____
Name, Title

Date: _____

JW Roth, manager

11-25-25

ACKNOWLEDGMENT

State of Colorado)
County of El Paso) ss.

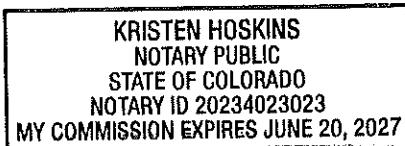
Subscribed and sworn to and acknowledged before me on this 11 day of November, 2025, by
JW Roth, who acknowledged that he/she is the manager
 (title/office) of SUNSET AT BROKEN ARROW, LLC, a Colorado limited liability company, and
 that he/she executed the foregoing instrument on behalf of the limited liability company for the
 purposes therein stated.

[Signature]

Notary Public

My Commission Expires: 6-20-27

Commission Number: 20234023023





City of Broken Arrow

Request for Action

File #: 25-1607, **Version:** 1

Broken Arrow Economic Development Authority
Meeting of: 12-02-2025

Title:

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

Background:

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

Cost: \$35,416.66 per month

Funding Source: Fund 887

Requested By: Travis Stephens, Economic Development Director

Approved By: City Manager's Office

Attachments: BAEDC Monthly Activity Report

Recommendation:

Acknowledge the October 2025 Broken Arrow Economic Development Corporation's Monthly Report.



October 2025



BROKEN ARROW

ECONOMIC DEVELOPMENT CORPORATION

October 2025 Report

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Business Retention and Expansion

Summary

- October was a strong month for business engagement and community celebration in Broken Arrow. Team attended two milestone events for cornerstone Broken Arrow companies—Zeeco's building dedication for its newly completed World Headquarters and Ascension St. John's 15-year celebration—both of which highlighted the long-term commitment and continued investment of major employers in our community.
- In recognition of **Manufacturing Month**, the team joined several shop tours with local manufacturers, gaining valuable insight into their operations and ongoing workforce and other growth needs. Throughout the month, the team continued proactive outreach and relationship-building efforts with Broken Arrow companies to ensure consistent support and engagement through BRE activities.
- Discussions continued for **Project Sapling**, with the City and school leadership meeting to review the potential for a TIF district. Consultants also met with staff to request consideration of a cash incentive to support new job creation and capital investment associated with the project.

BRE Meetings: 26

New Business Attraction

Summary

- Continued conversations with consultants on the development for **Project Astro** to refine development plans, discuss project scope, and evaluate next steps to move the project forward
- Project Sam, a **\$61 million distribution and logistics development**, continues to advance through the pre-development phase, with a November target construction start date
- VP of Economic Development attended **Area Development's Women in Economic Development Site Consultant Conference**, engaging with national site selectors and peers to strengthen relationships and promote Broken Arrow's business development opportunities.

Incoming October Projects

- **Project Path – Submitted Lot 5 and 6 at Creek 51**
 - Direct lead for user-led micro data center project. Seeking 10-40 acres with 20-40 MW power.
 - Project Scope
 - TBD capital investment
 - 30 jobs
- **Project Gemini – Submitted Lot 6 at Creek 51**
 - Privately owned company in the food manufacturing industry that has been operating in the US since 1925. Considering a new site that would house portioning operations, as well as freezer storage. Seeking land for build-to-suit. Minimum 20 acres for 200,000 SF facility with room to expand.
 - Project Scope

- \$81.75 million capital investment
 - 318 new jobs
- **Project Pillar 2025 – No response due to lack of existing buildings meeting project requirements.**
 - Steel structure manufacturer is investing in a new U.S. based facility to support critical infrastructure and industrial applications throughout Canada and the U.S. Seeking existing building of 100K to 150K SF zoned heavy industrial. Would consider a build-to-suit option.
 - Project Scope
 - \$20 million in capital investment
 - 229 jobs
- **Project Skyforge 2025 – No response due to lack of sites meeting project requirements.**
 - Company seeking to build an innovative sustainable aircraft assembly factory in the U.S. The ultra short-capability planes use hybrid-electric propulsion to take off and land in 150 feet. Seeking 50-100 contiguous acres of brownfield or greenfield with preference given to brownfields with environmental already complete. Site must have or be at public-use aviation site where planes have easy access to runways.
 - Project Scope
 - \$515 million in capital investment
 - 1,839 jobs

Innovation, Entrepreneurship, and Small Business Development

Summary

- This month continued the momentum within **Broken Arrow's entrepreneurial ecosystem** through both direct engagement and strategic research. Team met with three **Entrepreneurial Support Organization (ESO)** partners to learn more about their programs and impact, gathering insights that will help shape future strategies for ecosystem development.
- The **1 Million Cups Broken Arrow** community also saw another successful month, with **82 community members** attending and eight local businesses presenting, reflecting strong community participation and growing interest in entrepreneurial collaboration. Collectively, these efforts are helping to strengthen connections, identify new opportunities, and build the foundation for long-term entrepreneurial growth in Broken Arrow.

Entrepreneurship Support Meetings: 19

Workforce Development

Summary

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

- o Number of job seekers in attendance at event = **190 + (28% increase)**
 - o Average Employer Engagements with Job Seekers = **21**
- **Young, Smart, and Local Conference:** Staff attended the event in Tulsa, OK which brought together leaders in Human Resources, Talent Development, and Economic Development to share strategies for attracting and retaining talent. Key takeaways included innovative approaches to engaging young professionals, strengthening local talent pipelines, and building communities where people want to live and work.
- **Manufacturing Career Day:** Workforce development event focused on career awareness for the manufacturing industry. Employers from the manufacturing industry volunteered their time to engage in hands on activities with students.
 - o Impacted over **2600** students between the Freshman Academy and Alternative Schools with Union and Broken Arrow Public Schools
 - o Over **57** volunteers spanning a large variety of different employers participated in the event to help drive career awareness for students
- **Dedicated Employer Hiring Event:** Staff facilitated an onsite hiring event for Solar turbines in Broken Arrow, OK. The collaboration was in an effort to support hiring for crucial roles for the employer including CNC machinists, quality inspectors, and maintenance technicians.
 - o **50** job seekers in attendance for event
 - o **9** offers made by employer
 - o *"We were able to do a months' worth of recruiting in 4 hours because of this event."* -Dave Simon, General Manager
- **Workforce Meetings** = 10

Broken Arrow Job Board Monthly Metrics:

- **4224** page visits; **957** clicks on jobs; **9** job alert subscribers
- **88** application engagements

Job Seeker Monthly Metrics:

- Job seeker engagements = **25**
- Job seeker placements = **9**

Job Seeker Year to Date Metrics:

- Job seeker engagements = **354**
- **423** application engagements (job board)
- Job seeker placements = **13**

Arrow Forge

Summary

- The Planning Commission approved a comprehensive plan change for **Arrow Forge** from Level 4 to Level 7, with final City Council consideration scheduled for November.

- The Arrow Forge Committee convened to advance the **Amplify 2.0 strategic plan**, which outlines next steps for the site's long-term vision. Discussion focused on incorporating defining key industry-focused districts and refining the overall masterplan to guide future development and investment.

Research Analysis, Strategic Planning, & Advocacy

Summary

- VP of Economic Development participated in the **Select Oklahoma Consultant Reception** in Greenville, South Carolina, where more than 15 site consultants were in attendance, providing valuable opportunities to promote Broken Arrow and strengthen professional relationships.
- VP of Economic Development presented to the City Council on the importance and impact of manufacturing in Broken Arrow and accepted an official proclamation designating **October as Manufacturing Month**.
- Staff began planning for the next edition of **Grounds for Development**, the EDC's signature publication showcasing Broken Arrow's business environment, development activity, and investment opportunities. The upcoming issue will feature **refreshed project profiles, updated data insights, and enhanced storytelling elements** to better highlight the community's economic momentum and strategic priorities.
- In recognition of **Manufacturing Month**, staff led a community-wide celebration featuring manufacturing highlight videos, site tours, and the annual Manufacturing Luncheon. These efforts **spotlighted Broken Arrow's advanced manufacturing sector**, showcased local innovation, and promoted the diverse career opportunities available within the industry—reinforcing the city's leadership in regional manufacturing excellence.
- Staff participated in a **Best Practices trip to Tennessee**, visiting Downtown Franklin and Murfreesboro, TN to explore innovative approaches to entrepreneur and innovation support and development in schools, co-working spaces, building reuse and temporary activation, workforce development including innovative manufacturing talent attraction, retention, and development, retail development, and tourism initiatives.
- **Research Requests:**
 - **Business Resources – 3**
 - Developer wanting data on house tops in South Broken Arrow.
 - Realtor requesting data on the 65+ age demographic including projections, gender breakdown, and 55+ communities.
 - Business owner asking for a retail leakage report of the Rose District, specifically for groceries and delis.
 - **City of Broken Arrow – 0**
 - **Workforce – 0**



ECONOMIC DEVELOPMENT CORPORATION

210 N Main St Ste C | Broken Arrow, OK

74012

TRANSMITTAL

TO: City Council & BAEDA Members

COPY: City Manager
BAEDC Board
Chamber Board

SUBJECT: Economic Development Services

FROM: EDC

DATE: November 12, 2025

Attached you will find the monthly invoice for October 2025



ECONOMIC DEVELOPMENT CORPORATION

210 N Main St Ste C | Broken Arrow, OK

74012

INVOICE

City of Broken Arrow

Attn: Michael Spurgeon, City Manager

P. O. Box 610

Broken Arrow, OK 74013

Broken Arrow Economic Development Corporation

October 2025 Economic Development Services	\$35,416.66
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TOTAL	\$35,416.66
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Please make check payable to BAEDC.