



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

Monday, June 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. [25-61](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 20, 2025
- B. [25-793](#) Ratification of the Claims List Check Register Dated May 29, 2025

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

- A. [25-794](#) Consideration, discussion and possible approval of and authorization to execute an Economic Development Agreement between CSI Aerospace Inc, the Broken Arrow Economic Development Authority, and City of Broken Arrow
- B. [25-781](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1663, a Resolution authorizing execution of and accepting a purchase and sales agreement of Real Estate

- C. [25-788](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1666, a Resolution of the Broken Arrow Economic Development Authority (the “Authority”) accepting the responsibilities as designated to the Authority by the City of Broken Arrow, Oklahoma (the “City”) pursuant to the Hackberry Market Economic Development Project plan adopted by the City; authorizing the Authority to issue its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) (the “Bonds”) in one or more series in the aggregate principal amount of not to exceed \$28,000,000.00, and authorizing a Certificate of Determination; waiving competitive bidding and authorizing the Bonds to be sold on a negotiated basis; approving the form of Bond Purchase Agreement; approving and authorizing execution of a General Bond Indenture and a Series 2025 Supplemental Bond Indenture (collectively, the “Indenture”) authorizing the issuance and securing the payment of the Bonds; approving and authorizing execution of a Security Agreement by and between the City and the Authority pertaining to a pledge of certain sales tax increment revenue; providing that the organizational document creating the Authority is subject to the provisions of the Indenture; approving the form of an Official Statement pertaining to the Bonds, authorizing the Chairperson or Vice Chairperson to approve any correction to said Official Statement, and authorizing distribution of the same; approving the form of a Continuing Disclosure Agreement; approving the use of assistance in development financing; approving and authorizing the execution of a Development Financing Assistance Agreement, Mortgage and Security Agreement, and Construction Escrow Agreement; authorizing and directing the execution of the Bonds and other documents relating to the transaction; and containing other provisions relating thereto

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session - NONE

10. Adjournment

NOTICE:

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

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

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

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

21 O.S. Section 280 provides the following:

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

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

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

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

A paper copy of this agenda is available upon request.

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

City Clerk



City of Broken Arrow

Request for Action

File #: 25-61, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 06-02-2025**

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 20, 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: May 20, 2025 Broken Arrow Economic Development Authority Minutes

Recommendation:

Approve the minutes of the May 20, 2025 Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

Broken Arrow Economic Development Authority

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, May 20, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at approximately 7:43 p.m.

2. Roll Call

Present: 4 - Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee
Absent: 1 - David Pickel

3. Consideration of Consent Agenda

- A. 25-560 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of May 06, 2025**
- B. 25-696 Ratification of the Claims List Check Register Dated May 12, 2025**

MOTION: A motion was made by Justin Green, seconded by Lisa Ford

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Consideration of Items Removed from Consent Agenda - NONE

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

- A. 25-444 Presentation, discussion, and possible acceptance of the August 2024 – March 2025 Broken Arrow Economic Development Corporation Biannual Report.**

Mr. James Bell, president and CEO of the Broken Arrow Chamber of Commerce and Economic Development Corporation, addressed the Broken Arrow Economic Development Authority and gave an overview of the Biannual Report. In his overview, he listed the responsibilities of the Chamber of Commerce and Economic Development Corporation in attracting business and economic growth to the community, as well as creating jobs, retaining businesses, and ultimately creating an environment that helps businesses grow and stay in the community. He then highlighted the team's staff, which includes Amber Miller, Vice President of Economic Development; De'Andre Fahie, Talent, and Workforce; Bradley Shoefee, Business Retention and Expansion; and Elise Goggin, Marketing and Research. Mr. Bell then went on to describe the current workload of the Broken Arrow Economic Development Corporation. Since May 1st, BAEDC has been managing 15 new business attraction projects, resulting in a proposed \$150 million in capital investments and more than 1,200 jobs. The BAEDC also connects

Broken Arrow to job seekers and especially connects Broken Arrow students to Broken Arrow companies. Mr. Bell explained that during this period, the BAEDC engaged with over 140 companies, citing examples of expansion and economic growth. He also highlighted the efforts to attract business to Broken Arrow. Four of the five projects submitted by the BAEDC to a competitive statewide program called OKSites Ready program. He also mentioned new projects in development, including those in industries such as biotech, aerospace, and automotive supply. Mr. Bell went on to describe the kind of outreach happening to engage college-age students through Job fairs. The BAEDC also has commissioned a full ecosystem assessment with the International Economic Development Council. The assessment provided actionable insights and strategies for supporting entrepreneurs in Broken Arrow, including the right to host a chapter of Broken Arrow One Million Cups. This entrepreneurial membership group allows individuals to meet weekly, present their company, and discuss the challenges they face. This peer-to-peer mentorship allows entrepreneurs to coach and learn from each other as they build their own businesses. He also mentioned that these meetings will take place at the City Council Chambers until additional locations can be agreed upon. Mr. Bell also confirmed to the council that the efforts will include Spanish and English programming.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.

Move to approve the August 2024 – March 2025 Broken Arrow Economic Development Corporation Biannual Report.

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

6. General Authority Business

A. 25-721 **Consideration, discussion and possible approval of Resolution No. 1656, a Resolution of the Broken Arrow Economic Development Authority (the "Authority") accepting the responsibilities as designated to the Authority by the City of Broken Arrow, Oklahoma (the "City") pursuant to the Hackberry Market Economic Development Project Plan adopted by the City; authorizing the General Manager, or designee, to proceed with the development of the financing plan in connection with increment District No. 6, City of Broken Arrow, including preparation of a preliminary official statement; designating an underwriter and a trustee bank in connection with the proposed issuance of the Authority's Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project); approving, ratifying and affirming professional services agreements related to bond and financing professionals; and containing other provisions relating thereto**

Nate Ellis of Public Finance Law Group presented a summation of the recently adopted Tax Increment District Number Six and the resolution to implement it. Mr. Ellis explains that the resolution presented to the Economic Development Authority would authorize the retention of an underwriter and other professionals related to the proposed bond financing to fund the incentives associated with the Sooner Investments Project. Mr. Ellis said he and the Public Finance Law Group will return to the BAEDA meeting to ask for approval to authorize the issuance of bonds. He concluded that once the BAEDA approves that authorization, the underwriter could then price the bonds and close by the middle of June.

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

Move to approve Resolution No. 1656, a Resolution of the Broken Arrow Economic Development Authority (the "Authority") accepting the responsibilities as designated to the Authority by the City of Broken Arrow, Oklahoma (the "City") pursuant to the Hackberry Market Economic Development Project Plan adopted by the City; authorizing the General Manager, or designee, to proceed with the development of the financing plan in connection with increment District No. 6, City of Broken Arrow, including preparation of a preliminary official statement; designating an underwriter and a trustee bank in

connection with the proposed issuance of the Authority's Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project); approving, ratifying and affirming professional services agreements related to bond and financing professionals; and containing other provisions relating thereto.

The motion carried by the following vote:

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

7. Remarks and Inquiries by Governing Body Members

Trustee Lisa Ford reminded the BAEDA of a recent trip to Washington DC, in which the Chairperson and others advocated Broken Arrow, specifically in attracting manufacturing opportunities. She praised Jenny Cothran with ZEECO for her job presenting Broken Arrow to meeting attendees.

Vice Chairperson Johnnie Parks then described the logistics of the meetings in Washington, DC. He and others representing Broken Arrow joined with the Tulsa Chambers in visiting with the Oklahoma Congressional Representatives. He reported that the two days of meetings were productive and convenient for the members traveling.

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon noted to the BAEDA that the Oklahoma State Senate would hold a hearing on SB701. This was mentioned in the City Council meeting as well. The topic would be Item number 12 on the agenda, with the meeting starting May 21, 2025, at 9:00 a.m. He concluded his update with information that the hearing would also be live-streamed. She reminded the BAEDA of a recent trip to Washington DC, in which the Chairperson and others advocated Broken Arrow, specifically in attracting manufacturing opportunities. She praised Jenny Cothran with ZEECO for her job presenting Broken Arrow to meeting attendees. She then described the logistics of the meetings in Washington, DC. Chairperson Wimpee and others representing Broken Arrow joined with the Tulsa Chambers in visiting with the Oklahoma Congressional Representatives. She reported that the two days of meetings were productive and convenient for the members traveling.

9. Executive Session – NONE

10. Adjournment

The meeting was adjourned at approximately 8:02 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to adjourn.

The motion carried by the following vote:

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-793, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 06/02/2025**

Title:

Ratification of the Claims List Check Register Dated May 29, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from May 13, 2025 through May 29, 2025 checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$8,286,741.59 for the various funds.

Governmental Funds	\$4,690,479.24
BAMA	\$2,244,455.70
BAEDA	<u>\$1,351,806.65</u>
Total	\$8,286,741.59

A summary by funds and detail are attached.

Cost: \$1,351,806.65

Funding Source: BAEDA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated May 29, 2025

Recommendation: **..recommend**
Ratify Claims List Check Register dated 05/29/2025

City of Broken Arrow
Check Register by Fund



Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
FUND			DESCRIPTION		AMOUNT				INVOICE COUNT
110		GENERAL			302,138.98				969
220		BA MUNICIPAL AUTHORITY			2,244,455.70				1,306
227		CVB-HOTEL MOTEL			21,301.96				41
330		SALES TAX CAPITAL IMPROVEMENT			392,090.09				35
336		E 911			2,423.34				2
337		POLICE BLOCK GRANT			608.00				4
341		ALCOHOL ENFORCEMENTS			1,142.00				1
342		STREET LIGHT FUND			33,287.76				99
343		STREET SALES TAX FUND			288,817.44				41
344		PS SALES TAX POLICE			251,148.76				523
345		PS SALES TAX FIRE			135,366.39				305
346		ADMINISTRATIVE TECHNOLOGY			200.00				1
348		ARPA FUND			338,719.84				2
592		2014 BOND ISSUE			3,750.23				3
593		2018 BOND ISSUE			1,625,482.13				29
660		WORKERS COMPENSATIONS			33,552.00				8
661		GROUP HEALTH AND LIFE			20,427.39				16
770		DEBT SERVICE GO BOND			1,228,131.90				20
882		AGENCY FUND DEPOSITS			11,061.53				7
887		ECONOMIC DEVELOP AUTHORITY			1,351,806.65				5
888		CREEK 51 TIF APPORTIONMENT			829.50				1
Total					8,286,741.59				3,418

City of Broken Arrow
Check Register by Fund



Fund 887

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/15/2025	328946	3343	THE PUBLIC FINANCE LAW GROUP PLLC	05062025-01	LEGAL COUNSEL-TIF #6 INV#05062025-01 05/06/2025	8871700 530870		2025/11	33,000.00
						Total For Check # 328946			33,000.00
05/22/2025	329048	1115	BROKEN ARROW ECONOMIC DEVELOPMENT CORP.	APRIL 2025	APRIL 2025	8871700 550700		2025/11	35,416.66
						Total For Check # 329048			35,416.66
05/22/2025	329067	936	CROSSLAND HEAVY CONTRACTORS INC	PA 11 2417210	Prj 2417210 - Agreement	8871700 570150	2417210	2025/11	1,283,119.00
						Total For Check # 329067			1,283,119.00
05/29/2025	329405	1739	WAGONER CO RRWD DISTRICT #4	1144101 12312024	11441.01 NOV 13, 2024-DEC 17, 2024 21144 E 101ST	8871700 570150	2417210	2025/11	129.99
				1144001 01312025	11440.01 DEC 17, 2024-JAN 16, 2024 21044 E 101ST	8871700 570150	2417210	2025/11	141.00
						Total For Check # 329405			270.99
						Total For Fund 887			1,351,806.65
						Number of Invoices For Fund 887			5



City of Broken Arrow

Request for Action

File #: 25-794, Version: 1

Broken Arrow Economic Development Authority

Meeting of: 06/02/2025

Title:

Consideration, discussion and possible approval of and authorization to execute an Economic Development Agreement between CSI Aerospace Inc, the Broken Arrow Economic Development Authority, and City of Broken Arrow

Background:

A declared goal of the City of Broken Arrow is to encourage, facilitate and promote economic growth within and near the city by attracting and expanding both new and existing industry and commercial business. In 2023, Broken Arrow voters approved a 25-year renewal of the city's franchise with Public Service Company of Oklahoma (PSO). As part of the franchise agreement, PSO collects a 2% franchise fee and a newly established 1% economic development fee, to be used as a fund for essential services and future prosperity. Upon passing the 1% economic development franchise fee, City Council adopted a formal Incentive Policy to support economic growth opportunities throughout the City.

Through the formal Incentive Policy procedure, CSI Aerospace submitted an incentive application to assist in the expansion of their Broken Arrow facility. The land in which they currently own is not large enough to accommodate their expansion needs. The company took interest in relocating to Arrow Forge, owned by BAEDA.

As part of this Economic Development Agreement, CSI will create approximately 50 new full-time jobs over a 5 year period. The current 108 employees will relocate to the new space in Arrow Forge. The Company plans to invest a minimum of \$5,500,000 as a capital contribution to allow for the expansion of approximately 40-50,000 sq feet of the manufacturing facility. This anticipated project has a total economic output of approximately \$26.5 million.

In addition to BAEDA granting 10 acres of Arrow Forge for this expansion, BAEDA will incentivize new full time jobs as outlined in the City Incentive Policy as follows:

- (a) The Authority shall pay to the Company the sum of \$1,000.00 per job having total compensation of \$50,000.00;
- (b) The Authority shall pay the Company the sum of \$2,000.00 per job having total compensation over 100% of the average Tulsa County wage;
- (c) The Authority shall pay the Company the sum of \$3,000.00 per job having total compensation over 110% of the average Tulsa County wage;
- (d) The Authority shall pay the Company the sum of \$4,000.00 per job having total compensation of 125% of the average Tulsa County wage;
- (e) The Authority shall pay the Company the sum of \$5,000.00 per job having total compensation over 125% of the average Tulsa County Wage.

The Authority will also reimburse the Company for permitting fees not to exceed \$28,316.50.

On May 28, 2025, the Broken Arrow Economic Development Corporation voted to recommend the Economic Development Agreement to the City and Authority.

Cost: Not to exceed \$1,378,316.00

Funding Source: Broken Arrow Economic Development Authority

Requested By: Jennifer Rush, Economic Development Director

Approved By: City Manager's Office

Attachments: Economic Development Agreement

Recommendation:

Approve and authorize the execution of the Economic Development Agreement.

ECONOMIC DEVELOPMENT AGREEMENT

BY AND AMONG

CSI AEROSPACE, INC

and

**BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY**

and

CITY OF BROKEN ARROW

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) is dated as of the ____ day of _____, 2025, by and between The City of Broken Arrow, a Municipal Corporation, The Broken Arrow Economic Development Authority, an Oklahoma Municipal Trust, and CSI Aerospace, Incorporated, a Florida Corporation, (together with its successors and assigns, the “Company and/or Developer”) who is authorized to do business in Oklahoma.

WITNESSETH:

WHEREAS, The Company is a corporation organized under the laws of the State of Florida.

WHEREAS, The Company is interested in expanding the Company’s Broken Arrow operations by increasing the Company’s current manufacturing capacity through expansion, additional hiring and capital investment.

WHEREAS, the City (as defined below) reasonably expects that the establishment of the Project in the City will increase overall sales tax and property tax revenues of the City.

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

WHEREAS, the City seeks to promote development in this area in order to retain and expand employment, enhance the tax base, stimulate economic growth, improve the quality of life in the City, and strengthen the community.

WHEREAS, the City also recognizes that the Project (as defined below) and its operations will have additional direct and indirect economic benefits within and near the City, in Tulsa County and in the State of Oklahoma through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, and

predicating and/or providing training and employment opportunities in manufacturing, sales and management skills.

WHEREAS, it is estimated that, upon undertaking the expansion, the Company will create approximately 50 new full-time jobs having a total compensation package of \$50,000, over 5 years, once the facility is fully constructed and operational.

WHEREAS, the Company will invest a minimum amount of \$5,500,000.00 as a capital contribution to allow for expansion of approximately 40-50,000 square feet for their manufacturing facility. The Company shall also invest a minimum of \$600,000.00 in additional equipment and machinery over the period starting at the execution of this agreement and to include the 5-year period after full construction of the facility.

WHEREAS, the Project is expected to deliver significant economic benefits to the City of Broken Arrow. It is anticipated that the project will procedure a total economic output of approximately \$26.5 million. That along with the retention of 108 full-time employees, an additional 50 full-time employees, having a total compensation package of \$50,000.00. will be added by the Company.

WHEREAS, the Project is expected to create a direct, indirect and induced employment benefit of approximately 112 new jobs, generating approximately \$9.4 million in labor income, contributing \$10.8 million to the Gross Domestic Product, and resulting in approximately \$2.1 million in tax revenues for the City, State and Federal governments.

WHEREAS, the City recognizes it would be beneficial to the public and would help facilitate the construction of additional facilities and addition of full-time employees at the Project Site if the City were to assist in providing incentives to the Company pursuant to the City's incentive policy; and

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

WHEREAS, the City deems it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of the Project and have determined such actions are in the best interests of the City and the health, safety, and welfare of the City and residents within and near the City;

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

ARTICLE I
DEFINITIONS

"Agreement" and such terms as "herein," "hereof," "hereto," "hereby," "hereunder," and the like shall mean and refer to this Agreement, and any and all permitted supplements, modifications and/or amendments hereto.

"Company/Developer" shall mean CSI Aerospace, Incorporated, a Florida Corporation approved to do business in the State of Oklahoma and is currently in good standing with the State of Oklahoma, and its affiliates.

"City" shall mean Broken Arrow Economic Development Authority ("BAEDA"), an Oklahoma Municipal Trust, of which the City of Broken Arrow is beneficiary, and, as the case may be, shall mean and refer to such agency, department or instrumentality of the City as may have, or shall have been charged with, primary responsibility for any given Agreement-subject activity.

"Construction Plans" shall mean such architectural and engineering drawings, plans, specifications, and other documentation as may be reasonably necessary to describe the nature, scope, materials, quality, quantity, and other information requisite for the construction and fitting of improvements and/or structures included, or to be included, within the Project, which shall be subject to the City's normal and customary review and approval as part of the City's permitting process.

"Completion Date" shall mean the date by which all construction on the Project Site is completed by the Company.

"County Wage" shall mean the average wage for Tulsa County according to the 2023 Bureau of Labor Statistics totaling \$55,440.00.

"Project" shall mean development of the Project Site and either constructing, or causing to construct, square footage to the facility in a total approximate amount of 40,000 square feet for both indoor and outdoor expansion and an additional estimate of 50 new full-time jobs. Failure to add at least 10 Full time employees during the term of this Economic Development Agreement shall disqualify the Company for the jobs related incentives per the policy of the City of Broken Arrow.

"Project Site" shall mean a tract of land consisting of 10 acres, more or less, located at NW/4 in Block 4, Section 33, Township 18 North, Range 14 East of the Indian Base and Meridian, Broken Arrow, OK, within the City. The Legal Description of the land is attached hereto as shown on *Exhibit A* and incorporated by reference.

"State Competitive Contracting Requirements" shall mean the Public Competitive Bidding Act, Title 61, O.S.A., sections 101, *et seq.*, together with all other applicable statutory requirements pertaining to the advertising, selection and award of contracts pursuant thereto and including all contractual, bonding and insurance requirements pertaining to such contracts.

ARTICLE II
NATURE OF THIS AGREEMENT

2.1 Scope of the Project. The Project constructed at and on the Project Site shall be developed, constructed and landscaped in conformity with the City's Zoning Ordinances and Building and Land Subdivision Codes, and the Engineering Design Criteria Manual.

The parties understand, acknowledge and agree that the Company shall be solely responsible for constructing and completing or causing the construction or completion of any and all improvements to the Project Site, except as specifically provided herein.

2.2 Relationship of the Parties. The undertakings of the parties under this Agreement require the mutual cooperation of the parties and their timely actions on matters appropriate and/or necessary to fully implement the provisions hereof. The parties agree to exercise diligent, best and good faith efforts in performing and assisting one another, and requisite third parties, in performing their respective obligations under and/or relating to this Agreement, specifically including, without limitation, the performance obligations hereinafter set forth in Articles III and IV hereof.

ARTICLE III
OBLIGATIONS OF THE BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY/CITY OF BROKEN ARROW

3.1 Incentives provided to Company

A. Land Grant

BAEDA/City shall grant 10 acres of land valued at \$850,000.00 to the Company for the purposes of company constructing or causing to construct and operation or causing to operate an approximately 40,000 sq. ft. manufacturing facility located in the City of Broken Arrow's Innovation District. Said legal description is attached as "Exhibit A". A Contract for Purchase and Sale shall be executed contemporaneously herewith. Said Contract contains additional terms and conditions for closing the land grant and all terms and conditions contained in the contract for purchase and sale shall be incorporated herein in all respects. In the event the Company does not complete construction pursuant to the terms herein, said land shall be returned to the granting party via General Warranty Deed, free and clear of any mortgages, liens or clouds on title as set forth in Section 4.3.

B. Incentive Payments to Company for Job Creation.

The Company currently has 108 employees on payroll. The Company shall create an estimate of fifty (50) additional new full-time jobs located at the Company's Broken Arrow location no later than December 2031. A "New Full Time Job" shall be a newly created position, created after the execution of this Agreement, having a minimum of thirty-five (35) work hours per week, performed at the Broken Arrow location. The obligations set forth in this Section shall terminate on the five (5) year anniversary of the opening of the new facility.

(1). The incentive paid by BAEDA to the Company for a "New Full-Time Job" created hereunder shall be as follows:

- (a) The Authority shall pay to the Company the sum of \$1,000.00 per job having total compensation of \$50,000.00;
- (b) The Authority shall pay the Company the sum of \$2,000.00 per job having total compensation over 100% of the average Tulsa County wage;
- (c) The Authority shall pay the Company the sum of \$3,000.00 per job having total compensation over 110% of the average Tulsa County wage;
- (d) The Authority shall pay the Company the sum of \$4,000.00 per job having total compensation of 125% of the average Tulsa County wage;
- (e) The Authority shall pay the Company the sum of \$5,000.00 per job having total compensation over 125% of the average Tulsa County Wage.

(2). Repayment for Jobs Incentives. The Company shall be responsible for notifying City of Broken Arrow Finance Department of the fulfillment of the required jobs hereunder and shall be responsible for submitting any documentation required by the City Finance Department. Said reimbursements shall be made within 60 days of the remission of all required documents. Said payments for the jobs incentive shall in no event exceed a total of \$500,000.00.

- 1. OES-3 reports shall be submitted to the City each quarter for the entirety of this Agreement.
- 2. As of the date of this Agreement, the Company has 108 full-time employees ("Starting Payroll") at its Broken Arrow manufacturing facility. Should the total number of full-time employees at the Company's Broken Arrow facility fall below the Starting Payroll or required numbers as listed herein, all payments from BAEDA shall temporarily be suspended until such time as such threshold is met.

3. If the total number of full-time jobs at the Company's Broken Arrow facility falls below the Starting Payroll for more than two consecutive quarters, the Company shall repay all incentives received pursuant to Section 3.1(B)(1) within 90 days of written demand by BAEDA.
4. The Company shall provide basic health insurance coverage to employees and employees premium cost shall not exceed 50% of the total cost of the premium.

C. Waiver of Permitting Fees

The Authority shall reimburse the Company permitting fees not to exceed \$28,316.50. Said reimbursement shall be made upon the Company receiving the Certificate of Occupancy for the property and submission of the required paperwork to the City Finance Department. The Authority shall make the reimbursement no later than 60 days after submission of all required documents.

3.2 Infrastructure Improvements. The City shall construct or cause to construct as follows:

(a). The City shall construct a spine road providing primary access to the site. While timing of construction shall be at the City's sole discretion, it is anticipated that construction of the spine road shall be approximately July 2025 and shall be completed by approximately December 2025;

(b). The city shall construct water and sanitary connections to the site boundary. While the timing of construction shall be at the City's sole discretion, it is anticipated that construction of the water and sewer connections shall be August 2025 and shall be completed approximately October 2025.

To the extent that any infrastructure improvements are made on or in public rights of way or any other lands owned by the City, title to the same, upon the completion thereof, shall vest in the City, and the Company shall furnish to the City all requested instruments of release or conveyance necessary to perfect the City's title thereto, provided such instruments are in a form reasonably acceptable to the Company.

3.3 Incentives subject to annual appropriations. Due to the term of this agreement being in excess of one year, in the event the BAEDA does not appropriate funds in a given fiscal year for payments due or expenditures under this Agreement, the BAEDA shall not be liable to the Company for such payments or expenditures unless and until appropriation of the necessary funds is made; provided, however, that the Company, in its sole discretion, shall have the right, but not the obligation, to terminate this Agreement and shall have no obligations under this Agreement for the year in which the City does not appropriate the necessary funds. For the avoidance of doubt, the Company would not need to repay BAEDA for incentives received

under this Agreement if BAEDA does not appropriate funds in a given fiscal year and decides to terminate this Agreement.

3.4 BAEDA Maximum Incentive Obligation. BAEDA's total maximum incentive obligation to the Company under this Agreement shall not exceed \$1,378,316.00 including all of the items listed in the Economic Development Agreement.

ARTICLE IV **OBLIGATIONS OF COMPANY**

4.1 Development of Project. The Company agrees to construct and equip or cause to be constructed and equipped, the Project Site in accordance with the Construction Plans, as follows:

- (a) At its sole cost, excluding any incentives from the Authority or City as listed herein, to develop, construct or cause to be constructed, and operate or cause to operate of an approximate 40,000 sq. ft. manufacturing facility. Said construction shall commence within 90 days from completion of City's obligations set forth in Section 3.2(b) and shall be completed within 540 days from commencement, subject to Section 6.10 and any extensions approved by the City, such approval not to be unreasonably withheld ;
- (b) Add an additional 50 new full-time jobs having a minimum total compensation of \$50,000.00 within five (5) years from the opening of the new manufacturing facility;
- (c) The Company shall be responsible for extending the water and sanitary sewer from the boundary of the site to the manufacturing facility. within 90 days from completion of City's obligations set forth in Section 3.2(b) and shall be completed within 540 days from commencement, subject to Section 6.10 and any extensions approved by the City, such approval not to be unreasonably withheld;
- (d) The Company shall invest a minimum of \$5,500,000 in construction costs, \$600,000 equipment and machinery over the period starting at the execution of this agreement and to include the 5 years after opening of the manufacturing facility and shall provide the City with all receipts and proof of the investment as stated herein to qualify for payment of incentives by BAEDA.
- (e) To qualify for the incentives outlined herein:

- i. Qualifying New Full-Time Jobs created must be within Broken Arrow city limits and must meet or exceed a total annual compensation package of \$50,000.00 per year.
 - ii. The Company shall provide a report to the City of Broken Arrow Finance Department no later than June 30 of the current fiscal year showing the number of new hires, salary of the new hire and title of position held. The company further agrees to cooperate and provide any documentation requested by BAEDA or City of Broken Arrow Finance Department to fulfill this requirement. All requests from BAEDA or City of Broken Arrow Finance Department shall be reasonable in scope. The parties acknowledge that no payment shall be made by BAEDA until all required paperwork is submitted by the Company pursuant to this paragraph.
- (f) Should the total number of jobs fall below the Starting Payroll or required numbers as listed herein, all payments owed by BAEDA shall temporarily suspend until the required threshold is satisfied.
 - (g) If the total number of jobs falls below the Starting Payroll of this Agreement for more than two consecutive quarters within five (5) years from the opening of the new manufacturing facility, the Company shall repay all incentives previously received pursuant to Section 3.1(B)(1) within 90 days of written demand by BAEDA.
 - (h) The Company shall be required to present a quarterly update to the Economic Development Director, and if requested, make a presentation to the City/BAEDA regarding progress.

4.2 Right-of-way and Easements. At its sole cost, the Company shall dedicate right-of-way, utility easements and other reasonably necessary easements within the Project Site shown on and in accordance with the Master Site Plan and the City's Zoning, Building, Land Subdivision Code and Engineering Design Criteria Manual. These dedications shall be accomplished by deeds drafted by the City Engineer for the pertinent rights of way, easements or other necessary conveyances. All other dedications may be accomplished through the platting process.

4.3 Performance and Claw Back. In the event the Project is not constructed by the Company within the time allotted herein, the BAEDA, following thirty (30) days' written notice to Company and Company's failure to cure the same, may terminate this Agreement and all of the terms and conditions hereof upon written notice to the Company, and, in such case, this Agreement shall no longer be of any force and effect as between the parties. Furthermore, the Company shall repay to the BAEDA any and all incentives received, or fees waived by the City

within 90 days of written request. The parties acknowledge that time is of the essence for purposes of this Agreement in all respects. In addition, within 90 days of written request, the Company shall return the land previously granted to it by the City, via General Warranty Deed, free from any mortgages, liens or clouds on title.

ARTICLE V **CONSTRUCTION AND INDEMNIFICATION PROVISIONS**

5.1 **Construction Plans and Contracts.** Prior to commencement of any construction on the Project Site, the Company (or other party undertaking construction of building improvements) shall furnish the Construction Plans to the City, for the City's normal and customary review and approval as part of the City's permitting process. The parties agree to cooperate and to use their respective best efforts to secure whatever assistance and approvals may be required from third parties in order to facilitate the preparation for and the course of such construction.

5.2 **Indemnification.** It is understood and agreed between the parties that the Company is performing its obligations hereunder independently, and the City assumes no responsibility or liability in connection therewith to third parties, and the Company agrees to indemnify and hold harmless the City, and its respective officers, agents and employees, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by any of the terms or provisions of this Agreement, or by any negligent act or omissions of the Company or its officers, agents, associates, employees, or contractors, in the performance of the Company's obligations under this Agreement, except to the extent any of the aforementioned is caused by the City's negligence, breach of this Agreement or willful misconduct. The provisions of this Section 5.2 are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE VI **GENERAL PROVISIONS**

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

6.2 **Conflict of Interest; Representatives not individually Liable.** No official or employee of the City shall have any personal interest in or under this Agreement, nor shall any person voluntarily acquire any ownership interest, direct or indirect, in any legal entity which is a party to this Agreement. No official or employee of the City shall be personally liable to the Company in the event of any default or breach by the City.

6.3 **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed

by and construed in accordance with the laws of the State governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the City and the Company with respect to the subject matters of this Agreement, there being no terms, conditions, warranties or representations with respect to the subject matter other than as contained herein.

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

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

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

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

To the Company:

Attn: General Manager
CSI Aerospace
2020 W Detroit St
Broken Arrow, OK 74012

With copies to:

HEICO Aerospace Corporation
3000 Taft Street
Hollywood, FL 33021

To the City:

City Manager
The Broken Arrow Economic Development Authority
P. O. Box 610
220 South First
Broken Arrow, Oklahoma 74012

With copies to:

City Attorney
City of Broken Arrow, Oklahoma
P. O. Box 610
Broken Arrow, Oklahoma 74012

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

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

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

6.10 Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" shall mean any delay beyond the reasonable direct or indirect control of the party obligated to perform the applicable term, covenant, condition, or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, unusual or extreme weather, pandemic, epidemic, quarantine, material shortages, delays or price increases, tariffs, embargoes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, delays in issuance of required permits or approvals, delays in required inspections, and casualty, and shall not include any delays attributable to financial difficulties; *provided*, the assertion of any unavoidable delay shall be subject to the asserting party first giving written notice to the other parties of its claim thereof and thereupon and forthwith diligently and in good faith undertaking all reasonable efforts to overcome the conditions leading to or causing such delay.

6.11 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

6.12 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' fees as determined by Oklahoma law.

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

6.14 BAEDA/City Limited Liability. The obligations of the BAEDA arising under or by virtue of this Agreement shall be limited and shall not exceed the total amount of incentives as listed herein. Said incentive payments shall be the sole remedy for the Company in case of a breach by BAEDA.

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

6.16 Jurisdiction and Venue. This Agreement shall be interpreted under the laws of the State of Oklahoma. That any lawsuit or challenge to this agreement shall be commenced and maintained in the District Court of Tulsa County, State of Oklahoma.

IN WITNESS WHEREOF, the each of the parties has caused this Agreement to be executed by its duly authorized official(s), as of the date first above written.

CITY OF BROKEN ARROW,
a municipal corporation,

ATTEST: (SEAL)

By: _____
Mayor

By: _____
City Clerk

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY,
a municipal trust,

ATTEST: (SEAL)

By: _____
Chairperson

By: _____
Secretary

Approved as to form:

By: _____
Deputy City Attorney

CSI Aerospace Incorporated
a Florida corporation

By: _____
Name: _____
Title: _____



City of Broken Arrow

Request for Action

File #: 25-781, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 06-02-2025**

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1663, a Resolution authorizing execution of and accepting a purchase and sales agreement of Real Estate

Background:

The Broken City of Arrow recognizes that the development and continued revitalization of this area and particularly this Real Property are reasonably expected to provide direct economic benefits within and near the City in retaining and likely increasing City sales tax receipts; increasing ad valorem tax revenues to be derived by the City, and otherwise contributing significantly to the economic well-being of the citizens and residents within and near the City, and those of the County and the State of Oklahoma.

Staff is in support of the City of Broken Arrow's efforts and in the interest of securing the Real Property containing 10 AC, more or less, the City of Broken Arrow (COBA) and Broken Arrow Economic Development Authority worked with CSI Aerospace, Inc. to enter into a Purchase and Sales Agreement for the purchase price of \$0.00, having a value of approximately \$850,000.00.

The City of Broken Arrow deems it appropriate to approve and accept the Contract for the Purchase and Sale of Real Estate, authorize sale of the Real Property, authorize the acceptance of \$0 to effect such purchase, and in providing for future development of the Real Property in a manner to be determined in the future, and further that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

Staff recommends that Resolution No. 1663 become effective on June 2, 2025.

Cost: N/A

Funding Source: Not Applicable

Requested By: Jennifer Rush, Economic Development Director

Approved By: City Manager Office

Attachments: Resolution No. 1663

Recommendation:

Approve Resolution No. 1663 and authorize its execution

RESOLUTION NO. 1663

A RESOLUTION OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, RATIFYING, APPROVING, AUTHORIZING EXECUTION OF AND ACCEPTING A PURCHASE AND SALES AGREEMENT OF REAL ESTATE FOR THE SALE OF REAL PROPERTY LOCATED IN BLOCK 4, SECTION 33, TOWNSHIP 18 NORTH, RANGE 14 EAST, BROKEN ARROW, OKLAHOMA, CONTAINING APPROXIMATELY 10.0 AC, MORE OR LESS, A/K/A (THE “REAL PROPERTY”), IN ACCORDANCE WITH THE TERMS OF A CERTAIN PURCHASE AND SALES AGREEMENT OF REAL ESTATE BY AND BETWEEN CSI AEROSPACE AND THE CITY OF BROKEN ARROW AND BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY; APPROVING AND AUTHORIZING THE SALE OF THE REAL PROPERTY PURSUANT TO THE CONTRACT FOR SALE OF REAL ESTATE FOR THE SUM OF \$0.00, HAVING A VALUE OF \$850,000.00, PURSUANT TO AN ECONOMIC DEVELOPMENT AGREEMENT ENTERED BY AND BETWEEN THE PARTIES HERETO; AND AUTHORIZING THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY’S DESIGNATING REPRESENTATIVES FOR PURPOSES OF GRANTING CERTAIN APPROVALS AND EXECUTING CERTAIN INSTRUMENTS AS REQUIRED UNDER AND IN CONNECTION WITH SAID PURCHASE AND SALES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Real Property is located in Broken Arrow, OK and the legal description is attached hereto and incorporated by reference as “Exhibit A”; and

WHEREAS, in support of the Broken Arrow Economic Development Authority’s efforts and in the interest of securing the Real Property containing 10 AC, more or less, the Broken Arrow Economic Development Authority (BAEDA) and Broken Arrow Economic Development Authority worked with CSI Aerospace, Inc. to enter into a Purchase and Sales Agreement for the purchase price of \$0.00, having a value of approximately \$850,000.00; and

WHEREAS, it is contemplated that the sale of the real estate will provide opportunities for further economic development activities within the Broken Arrow Economic Development Authority; and

WHEREAS, the BAEDA recognizes that the development and continued revitalization of this area and particularly this Real Property are reasonably expected to provide direct economic benefits within and near the City in retaining and likely increasing City sales tax receipts; increasing ad valorem tax revenues to be derived by the City, and otherwise contributing significantly to the economic well-being of the citizens and residents within and near the City, and those of the County and the State of Oklahoma (the “State”); and

WHEREAS, the BAEDA also recognizes that development of the real property is reasonably expected to provide additional and indirect economic benefits within and near the Broken Arrow Economic Development Authority and in the State of Oklahoma through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development; and

WHEREAS, the BAEDA deems it appropriate to approve and accept the Contract for the Purchase and Sale of Real Estate, authorize sale of the Real Property, authorize the acceptance

of \$0 to effect such purchase, and in providing for future development of the Real Property in a manner to be determined in the future, and further that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

NOW THEREFORE BE IT RESOLVED BY THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, THAT:

1. The Contract for the Purchase and Sale of Real Estate is hereby ratified, approved, authorized and accepted and shall be executed substantially in the form thereof submitted at the meeting at which this Resolution was approved and as finally approved by the Chair or the Vice Chair Serving, as the case may be, and shall be executed for and on behalf of the BAEDA by its Chair or Vice Chair, as the case may be, and attested by the Secretary and for and on behalf of the other parties thereto by their respective authorized officers. The Contract for Purchase and Sale of Real Estate, as assigned, in the form to be so approved is hereby authorized for execution and delivery, subject to such minor changes, insertions and omissions and such filling of blanks therein as may be approved and made in the form thereof by the officer of BAEDA executing the same pursuant to this Section. The execution of the Assignment of Contract for Sale of Real Estate and the Contract for Sale of Real Estate for and on behalf of the other parties thereto by their respective authorized officers and for and on behalf of the BAEDA by its Chair or Vice Chair as the case may be, with the official seal of the BAEDA affixed and attested by the signature of the Secretary, shall be conclusive evidence of the approval of any changes, insertions, omissions and filling of blanks;
2. The BAEDA is hereby authorized to close the purchase and sale of the Real Property pursuant to the Contract for Purchase and Sale of Real Estate, to sell the Real Property for and on behalf of the City and to execute and deliver, for and on behalf of the City, all necessary instruments and agreements reasonably required in connection therewith, following their approval by the City Attorney (whose approval need not be endorsed thereon);
3. The BAEDA is hereby authorized to accept the sum of \$0.00 for such acquisition, pursuant to an Economic Development Agreement having a value of approximately \$850,000.00;
4. The Chair of the Broken Arrow Economic Development Authority is hereby further authorized to approve (upon the recommendation of the City Attorney) the final forms of the closing and purchase of the Real Property, and minor changes, insertions and deletions therein, as well as in the form and content of this Resolution, with any changes in the form or content of this Resolution to be evidenced by a written supplement hereto which shall be executed by the Chair or Vice Chair and which shall evidence the written prior approval of the City Attorney endorsed thereon, and the signature of the Chair or Vice Chair on such supplement shall be conclusive evidence of the approval thereof by the Authority;
5. It is the intention of the BAEDA that the members and City Officers shall, and they are hereby *ex officio* authorized and directed to, do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution, including without limitation and from time to time, the giving of certificates, and instructions under or with respect to the BAEDA's performance of the Contract for Purchase and Sale of Real Estate and the acquisition of the Real Property and such other instruments and documents

as are related thereto, in each case following their approval by the City Attorney (whose approval need not be endorsed thereon);

6. All prior actions taken in connection with the preparations for the purchase of the Real Property, including without limitation, those made for the payment of legal services, escrow payments, engineering fees and costs, surveys, appraisals, inspection, and exemption payments are hereby ratified.

Approved and adopted by the Broken Arrow Economic Development Authority, this 2nd day of June, 2025.

ATTEST: (SEAL)

CHAIRPERSON

SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Deputy City Attorney

PURCHASE AND SALES AGREEMENT

Article 1 **PROPERTY/PURCHASE PRICE**

1.1 CERTAIN BASIC TERMS:

- (a) Purchaser and Notice Address: CSI Aerospace Inc.
2020 West Detroit St.
Broken Arrow, OK 74012
- (b) Seller and Notice Address: The City of Broken Arrow/BA Economic
Development Authority or its Assigns
220 South First Street
Broken Arrow, Oklahoma 74012
- (c) Effective Date of this Agreement: _____
- (d) Purchase Price: \$0 (land granted via economic development
agreement valued at \$850,000.00)
- (e) Earnest Money: None
- (f) Due Diligence Period: sixty (60) days from the Effective Date
- (g) Closing Date: _____
- (h) Title Insurance Policy and Survey Costs: Purchaser
- (i) Title Company: FirsTitle
4500 W Houston Street
Broken Arrow, OK 74012
918-615-6832
Attention: Dawn Peek

1.2 PROPERTY: Subject to the terms of this Purchase and Sales Agreement (“Agreement”), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (“Property”):

- (a) The real property described in Exhibit “A,” together with the buildings (if any) and improvements therein (“Improvements”), and all appurtenances of the above-described real property, including easements or rights-of-way relating thereto. Additionally, all rights, title, and interest, if any, and with warranty, of Seller in and to the land lying within any street or roadway adjoining the real property described above or any vacated or hereafter vacated street or alley adjoining said real property.

- (b) All of Seller’s right, title, and interest in and to all tangible personal property, if any, owned by Seller (“Personal Property”) presently located on such properties.
- (c) All mineral rights of whatever nature under the surface of the land owned by Seller.
- (d) All of Seller’s right, title and interest in and to all of the following items, to the extent assignable, relating to the ownership, operation and management of the Property (“Intangible Personal Property”): (i) licenses and permits relating to the operation of the Property; (ii) telephone exchanges, trade names, marks, and other identifying materials (but specifically excluding any right, title or interest in any other trademarks, service marks and trade names of Seller); and (iii) guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Property.

ARTICLE 2
INSPECTIONS/CONTINGENCIES

2.1 PROPERTY INFORMATION: Seller shall deliver to Purchaser within five (5) days after the Date of this Agreement, to the extent in Seller’s possession, copies of the following (“Property Information”):

- (a) Any environmental, architectural, and engineering reports prepared for Seller and, to Seller’s knowledge, in its possession in connection with Seller’s purchase, ownership or management of the property.
- (b) Any and all environmental, architectural, engineering, appraisal, zoning, flood, sewer and utility information and all other information currently in Seller’s possession or which may be easily obtained by Seller.
- (c) Seller will disclose in writing all known property faults, which may affect the value of the property including hazardous materials.

Seller represents and warrants to the best of Seller’s knowledge the accuracy or completeness of the Property Information.

FOR PURPOSES OF THIS AGREEMENT, THE TERM “HAZARDOUS MATERIAL” SHALL MEAN ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL OR ANY SUBSTANCE, CHEMICAL, WASTE OR MATERIAL THAT IS OR BECOMES REGULATED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY BECAUSE OF ITS TOXICITY, INFECTIOUSNESS, RADIO-ACTIVITY, EXPLOSIVENESS, IGNITABILITY, CORROSIVENESS OR REACTIVITY AND SHALL INCLUDE ANY CHEMICAL, SUBSTANCE, MATERIAL OR WASTE OR COMPONENT THEREOF, WHICH IS NOW OR HEREAFTER LISTED, DEFINED OR REGULATED AS A HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE OR COMPONENT THEREOF BY ANY FEDERAL, STATE OR LOCAL GOVERNING OR REGULATORY BODY HAVING JURISDICTION, OR WHICH TRIGGERS ANY EMPLOYEE OR COMMUNITY “RIGHT-TO-KNOW” REQUIREMENTS ADOPTED BY ANY SUCH BODY, OR FOR WHICH ANY SUCH BODY HAS ADOPTED ANY REQUIREMENTS OR THE PREPARATION OR

DISTRIBUTION OF MATERIAL SAFETY DATA SHEETS ISSUED BY THE MANUFACTURER OF ANY SUCH MATERIAL. NO BROKER OR OTHER INDIVIDUAL HAS MADE ANY REPRESENTATIONS OR WARRANTY NOT HEREIN SET FORTH IN WRITING.

2.2 CONFIDENTIALITY: The Property Information and all other information furnished to, or obtained through inspection of the Property by Purchaser, its affiliates, employees, or agents relating to the Property will be treated by Purchaser, its affiliates, employees and agents as confidential, (other than matters of public record). The Property Information and all other information shall not be disclosed to anyone other than Purchaser's consultants and then only on a need-to-know basis and further, all such information shall be returned to Seller by Purchaser if the Closing does not occur.

2.3 INSPECTIONS IN GENERAL: During the Due Diligence Period, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making such non-intrusive inspections as Purchaser may deem appropriate at Purchaser's sole risk, costs, and expense. All such entries upon the Property shall be at reasonable times and after at least twenty-four (24) hours' notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. At Seller's request, Purchaser shall provide Seller with a copy of the results of any tests and inspections made by Purchaser, excluding only market and economic feasibility studies. If any inspection or test disturbs the Property, Purchaser will restore the Property to the same condition as it existed prior to the inspections or tests. All inspectors, contractors, subcontractors, or vendors contracted by the Purchaser to inspect, survey, core drill or perform any other inspection services on the subject property shall submit to the Purchaser all required certificates of insurance in the amount of \$1,000,000.00.

2.4 ENVIRONMENTAL INSPECTIONS: Purchaser at Purchaser's expense, shall have the right to enter upon the Property, together with any other persons, to inspect and conduct such environmental soil, air, hydrocarbon, chemical, carbon, asbestos, lead-based paint, and other tests Purchaser deems necessary or appropriate. The inspections under Paragraph 2.3 may include a non-intrusive Phase I environmental inspection of the Property, but no Phase II environmental inspection or other intrusive inspection or sampling of soil or materials shall be performed without the prior written consent of Seller, which shall not be unreasonably withheld and which shall in any case be subject to Seller's review and approval of the proposed scope of work and the party that will perform the work. Should this transaction not Close, Purchaser shall deliver to Seller, at Seller's request, copies of any environmental report obtained by Purchaser. If any inspection discloses a "recognized environmental condition" (as hereinafter defined) affecting the Property, then Purchaser may terminate this Agreement in its sole and absolute discretion if provisions satisfactory to Purchaser are not made with respect to such condition.

2.5 TERMINATION DURING DUE DILIGENCE PERIOD: In the event Purchaser determines, before the expiration of the Due Diligence Period, that the Property is unacceptable for Purchaser's purposes for any reason whatsoever, Purchaser shall have the right to terminate this Agreement in its sole and absolute discretion by giving to Seller notice of termination before the expiration of the Due Diligence Period.

ARTICLE 3
TITLE AND SURVEY REVIEW

3.1 DELIVERY OF SURVEY AND TITLE COMMITMENT: Within fifteen (15) days after the Effective Date herein, Seller shall cause to be delivered to Purchaser and Purchaser's attorney an ALTA survey and a title commitment issued by the Title Company (the "Title Report"), covering the Property, together with copies of all documents referenced in the Title Commitment. All related costs will be paid by Purchaser.

3.2 TITLE REVIEW AND CURE: Purchaser shall review the Title Commitment and the Survey. Purchaser shall notify Seller in writing of any title or survey objections/defects no later than fifteen (15) days after receipt of such Title Commitment and Survey. Seller may, but shall not be obligated to, attempt to cure any title objections by the Closing Date, or such additional time as agreed to by Seller and Purchaser and in writing, to satisfy such objections. If Seller elects not to cure any title or survey objection/defect, or fails to cure any title or survey objection by the Closing Date or by the additional time as agreed to above, then Purchaser shall either terminate this Agreement by written notice to Seller given on or before ten (10) days after receipt of any notice by Seller that it elects not to cure or cannot cure any title or survey objections, or, if later, the Closing Date or the additional time as agreed to above, or waive such title or survey objections, in which event the Closing shall occur as contemplated herein and Purchaser shall accept title to the Property subject to such condition. Failure of Purchaser to give written notice to Seller of Purchaser's intent to so terminate shall constitute waiver of such objection(s).

3.3 TITLE POLICY: As a condition to Purchaser's obligation to close and subject to the performance by Purchaser of all its obligations in connection therewith, the Title Company shall be obligated to deliver to Purchaser an Owner's Policy of Title Insurance ("Title Policy"), issued by the Title Company, dated the date and time of recording of the Deed, in the amount of the Purchase Price, insuring Purchaser as owner of fee simple to the Property. All related costs will be paid by Purchaser.

ARTICLE 4
OPERATIONS AND RISK OF LOSS

4.1 NEW CONTRACTS: While this Agreement is pending, Seller shall not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into, in the ordinary course of business, that are terminable without cause upon thirty (30) days' notice, without the prior consent of the Purchaser, which shall not be unreasonably withheld.

4.2 TERMINATION OF SERVICE CONTRACTS: On the Closing Date, Seller shall terminate any and all Service Contracts which may exist without any costs or liability to Purchaser, unless Purchaser notifies Seller during the Due Diligence period as to which such Service Contracts should not be canceled, and which will be assumed by Purchaser. All Service Contracts not terminated by Seller per the Purchaser's request shall be assigned to and assumed by Purchaser at Closing.

4.3 CASUALTY OR CONDEMNATION: If any of the Property (building or fixture located thereon) has been materially damaged or destroyed or taken by condemnation before the

Closing Date, Buyer may cancel and rescind this Agreement or choose to receive the insurance or condemnation proceeds and proceed to close.

ARTICLE 5

CLOSING

5.1 CLOSING: The consummation of the transaction contemplated herein (“Closing”) shall occur on or before the Closing Date at the office of First Title.

5.2 CONDITIONS: The obligation of Seller, on one hand, and Purchaser, on the other hand, to consummate the transaction contemplated hereunder is contingent upon the following:

- (a) Each party’s representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;
- (b) As of the Closing Date, each party shall have performed their obligations hereunder and all deliveries made at Closing shall be tendered;
- (c) No actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against the other party that would materially and adversely affect the other party’s ability to perform its obligations under this Agreement shall exist;
- (d) No pending or threatened action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to this Agreement or the consummation of the transaction contemplated hereby shall exist; and
- (e) Seller will evict all tenants on the Property and remove all personal property belonging to present or past tenants or other third parties (if any) and no lease shall survive the closing (if any).

5.3 CONDITION PRECEDENT TO CLOSING: Each Party’s obligation to close the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the obligations as described in Section 5.2.

5.4 SELLER’S DELIVERIES: On or before the Closing Date, Seller shall deliver to the purchaser the following:

- (a) **Deed:** A General Warranty Deed (“Deed”) in the form provided for under the laws of the State of Oklahoma, executed and acknowledged by Seller, conveying to Purchaser fee simple title to the Property, subject only to: (i) all zoning and building laws, ordinances, maps, resolutions, and regulations, of all governmental authorities having jurisdiction which affect the Property and the uses and improvements thereon; (ii) any leases assumed by Purchaser; (iii) all matters of record; (iv) any statement of facts, which an accurate survey made of the Property at the time of Closing would show; and (v) any statement of facts, which a personal inspection of the Property and all appurtenances thereto is made at the time of Closing would disclose. Seller shall quitclaim any discrepancy within the legal

description of the Property in the Deed and within the deed from the Seller's immediate grantor;

- (b) **State Law Disclosures**: Such disclosures and reports as are required by the City of Broken Arrow and the State of Oklahoma laws in connection with the conveyance of real property;
- (c) **FIRPTA**: A Foreign Investment in Real Property Tax Act affidavit executed by Seller;
- (d) **Authority**: Evidence of the existence, organization and authority of Seller and of the authority of the persons executing the documents on behalf of Seller reasonably satisfactory to the Purchaser and the Title Company; and
- (e) **Additional Documents**: Any additional documents that Purchaser or the Title Company may reasonably require for the consummation of the transaction contemplated by this Agreement.

5.5 PURCHASER'S DELIVERIES: On or before the Closing Date, Purchaser shall deliver to the Seller the following:

- (a) **Purchase Price**: The Purchase Price, plus or minus any applicable prorated amounts, in same-day federal funds;
- (b) **State Law Disclosures**: Such disclosure and reports as are required by the City of Broken Arrow and State of Oklahoma laws in connection with the conveyance of real property; and
- (c) **Additional Documents**: Any additional documents that the Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement

5.6 CLOSING STATEMENTS: At the closing, Seller and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company.

5.7 TITLE POLICY: The Title Policy shall be delivered as provided in Paragraph 3.3.

5.8 POSSESSION: Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions (if any).

5.9 REMOVAL OF PERSONAL PROPERTY: None

5.10 CLOSING COSTS: All Closing Costs shall be paid at or before closing as provided in this Agreement. The Title Company's closing fee shall be paid by the Purchaser. Each party shall pay its own attorney's fees.

5.11 CLOSE OF SALE: Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Title Company to immediately record and deliver the

documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

ARTICLE 6

PRORATED AMOUNTS

6.1 PRORATED AMOUNTS: The items in this Paragraph 6.1 shall be prorated between Seller and Purchaser as of the Closing Date. The day of Closing shall belong to Purchaser and all prorated amounts provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date.

(a) **Taxes and Assessments:** General real estate taxes imposed by government authority (“Taxes”) not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill of the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates.

6.2 SALES, TRANSFER AND DOCUMENTARY TAXES: Buyer shall pay any sales, gross receipts, compensating, excise, transfer, deed or similar taxes and fees imposed in connection with this transaction.

6.3 COMMISSIONS: Seller represents and warrants that it has not dealt with any real estate broker, salesperson, or finder in connection with this transaction. Purchaser represents and warrants that it has not dealt with any real estate broker, salesperson, or finder in connection with this transaction. In the event of any claim for broker’s or finder’s fees or commissions in connection with the negotiation, execution, or consummation of this Agreement of the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statements, representation or agreement of such party.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 SELLER’S REPRESENTATIONS AND WARRANTIES: As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser (which representations and warranties shall survive closing) that:

(a) **Organization and Authority:** Seller has been duly organized and is validly qualified to do business in the state in which the Real Property is located on the Closing Date. Seller has the full right and authority and has obtained all consents (if any) required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms;

(b) **Conflicts and Pending Action:** There is no agreement to which Seller is a party or to Seller’s knowledge binding on Seller, which is in conflict with this Agreement. There is no

action or proceeding pending or, to Seller's knowledge, threatened against Seller of the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement; and

- (c) **Compliance with Law:** To Seller's knowledge, Seller has not received any written notice, addressed specifically to Seller, and sent by any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance, or regulation.

"Seller's knowledge", as used in this Agreement means the current actual knowledge of the undersigned Seller, without any obligation on such person's part to make any independent investigation of the matters being represented, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

7.2 PURCHASER'S REPRESENTATIONS AND WARRANTIES: As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

- (a) **Organization and Authority:** Purchaser has the full right and authority and has obtained any, and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligations of Purchaser, enforceable in accordance with their terms; and
- (b) **Conflicts and Pending Action:** There is no agreement to which Purchaser is a part or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending, or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

7.3 DISCLAIMER OF WARRANTIES: IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "AS IS, WHERE IS, WITH ALL FAULTS."

ARTICLE 8

DEFAULT AND DAMAGES

8.1 DEFAULT BY PURCHASER: If Purchaser shall default in its obligation to purchase the Property pursuant to this Agreement, Purchaser agrees that Seller shall have the right to terminate this Agreement and Purchaser shall have no further right, title, or interest in the Property.

8.2 DEFAULT BY SELLER: In the event Seller defaults in its obligation to sell and convey the Property to Purchaser pursuant to this Agreement, Purchaser's sole remedy shall be to elect one of the following: (a) to terminate this Agreement or (b) to bring an action for specific performance or any other remedies Purchaser may have.

ARTICLE 9

MISCELLANEOUS

9.1 PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

9.2 CONFIDENTIALITY: Purchaser shall not record this Agreement or any memorandum of this Agreement.

9.3 HEADINGS: The Article and paragraph headings of this Agreement are of convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

9.4 INVALIDITY AND WAIVER: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

9.5 GOVERNING LAW: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Oklahoma.

9.6 SURVIVAL: Unless otherwise expressly stated in this Agreement, each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Closing.

9.7 NO THIRD PARTY BENEFICIARY: This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

9.8 ENTIRETY AND AMENDMENTS: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property except for any confidentiality agreement binding on Purchaser, which shall not be superseded by this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

9.9 TIME: Time is of the essence in the performance of this Agreement.

9.10 ATTORNEY'S FEES: Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorney's fees, expended or incurred in connection therewith.

9.11 NOTICES: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Paragraph 1.1. Any such notices shall be either: (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed

delivered one (1) business day after deposit with such courier; or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for information purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

9.12 CONSTRUCTION: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and any ambiguities shall not be resolved against the drafting party, both parties being deemed to have drafted this Contract.

9.13 CALCULATION OF TIME PERIODS: Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local Tulsa, Oklahoma time.

9.14 EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by e-mailed counterparts of the signature pages and/or any other pages as deemed necessary to reach a final agreement.

9.15 INVESTIGATION RESULTS: In the event the subject transaction does not close, then copies of all the results of the environmental investigation, survey, core drilling, engineering studies, topographic photos and/or maps, site analysis, or other studies or analysis Purchaser may have performed with regard to the Property shall be made available to the Seller, upon written request, within a reasonable amount of time, not to exceed thirty (30) days from the date transaction is terminated, at no additional cost to the Seller.

ARTICLE 10

PURCHASER'S CONTINGENCY

10.1 PURCHASER'S CONTINGENCY: Purchase and Seller agree that, in addition to any other conditions contained in the Purchase and Sale Agreement Purchaser's obligation to purchase the Property is expressly conditioned upon the following:

- (a) A Phase I Environmental Site Assessment by qualified company acceptable to Purchaser certifying that the Property is free of hazardous materials and that no remediation is needed. Purchaser shall pay the cost of said Assessment;
- (b) Soil test showing that the soils on the Property are suitable for Purchaser's intended use. Purchaser will perform such test within thirty (30) days after Seller's acceptance of this offer;
- (c) Access to the Property acceptable to Purchaser and suitable for Purchaser's intended use; and

(d) Delivery of a Certificate of Non-Development by Seller to Purchaser, at Purchaser's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

“SELLER”

BY: _____
MAYOR CITY OF BROKEN ARROW

DATE: _____

ATTEST: _____
CITY CLERK

BY: _____ DATE: _____
CHAIRWOMAN BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

ATTEST: _____
SECRETARY

“PURCHASER”

CSI AEROSPACE, INCORPORATED

BY: _____

DATE: _____

Exhibit "A"

Legal Description of Property



City of Broken Arrow

Request for Action

File #: 25-788, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 06/02/2025**

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1666, a Resolution of the Broken Arrow Economic Development Authority (the “Authority”) accepting the responsibilities as designated to the Authority by the City of Broken Arrow, Oklahoma (the “City”) pursuant to the Hackberry Market Economic Development Project plan adopted by the City; authorizing the Authority to issue its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) (the “Bonds”) in one or more series in the aggregate principal amount of not to exceed \$28,000,000.00, and authorizing a Certificate of Determination; waiving competitive bidding and authorizing the Bonds to be sold on a negotiated basis; approving the form of Bond Purchase Agreement; approving and authorizing execution of a General Bond Indenture and a Series 2025 Supplemental Bond Indenture (collectively, the “Indenture”) authorizing the issuance and securing the payment of the Bonds; approving and authorizing execution of a Security Agreement by and between the City and the Authority pertaining to a pledge of certain sales tax increment revenue; providing that the organizational document creating the Authority is subject to the provisions of the Indenture; approving the form of an Official Statement pertaining to the Bonds, authorizing the Chairperson or Vice Chairperson to approve any correction to said Official Statement, and authorizing distribution of the same; approving the form of a Continuing Disclosure Agreement; approving the use of assistance in development financing; approving and authorizing the execution of a Development Financing Assistance Agreement, Mortgage and Security Agreement, and Construction Escrow Agreement; authorizing and directing the execution of the Bonds and other documents relating to the transaction; and containing other provisions relating thereto

Background:

The city has adopted and approved the Hackberry Market Economic Development project plan by Ordinance 3875 on May 6, 2025 and has created Increment District #6. The Authority has under consideration the issuance of its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) in one or more series (collectively, the “Series 2025 Bonds”), for the purpose of (i) financing and/or reimbursing certain Project Costs authorized under the Project Plan, including specifically certain site development costs as described in the Project Plan (collectively, the “Project”); (ii) funding a reasonably required reserve fund; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with the issuance of the Series 2025 Bonds. Resolution 1666 states that the Authority is authorizes to issue the Tax Apportionment Bonds not to exceed \$28,000,000

Cost: \$520,800

Funding Source: Loan Proceeds

Requested By: Cynthia S, Arnold, Finance Director

Approved By: City Manager Office

Attachments: Resolution 1666

Recommendation:

Approve resolution #1666 and authorize its execution.

RESOLUTION NO. 1666

A RESOLUTION OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") ACCEPTING THE RESPONSIBILITIES AS DESIGNATED TO THE AUTHORITY BY THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") PURSUANT TO THE HACKBERRY MARKET ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; AUTHORIZING THE AUTHORITY TO ISSUE ITS TAX APPORTIONMENT BONDS, TAXABLE SERIES 2025 (HACKBERRY MARKET INCREMENT DISTRICT PROJECT) (THE "BONDS") IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$28,000,000.00, AND AUTHORIZING A CERTIFICATE OF DETERMINATION; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE BONDS TO BE SOLD ON A NEGOTIATED BASIS; APPROVING THE FORM OF BOND PURCHASE AGREEMENT; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2025 SUPPLEMENTAL BOND INDENTURE (COLLECTIVELY, THE "INDENTURE") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE BONDS; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; APPROVING THE FORM OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS, AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON TO APPROVE ANY CORRECTION TO SAID OFFICIAL STATEMENT, AND AUTHORIZING DISTRIBUTION OF THE SAME; APPROVING THE FORM OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT FINANCING ASSISTANCE AGREEMENT, MORTGAGE AND SECURITY AGREEMENT, AND CONSTRUCTION ESCROW AGREEMENT; AUTHORIZING AND DIRECTING THE EXECUTION OF THE BONDS AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Broken Arrow Economic Development Authority (the "Authority") has been created by a Trust Indenture dated November 19, 1973, as supplemented and amended by an Amendment to Trust Indenture dated March 11, 1982, as supplemented and amended by a Second Amendment to Trust Indenture dated August 4, 1983, and as further supplemented and amended by a Third Amendment to Trust Indenture dated March 18, 2014, for the use and benefit of the City of Broken Arrow, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Hackberry Market Economic Development Project Plan (the “Project Plan”) by Ordinance No. 3875 on May 6, 2025 (the “TIF Ordinance”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2021, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the TIF Ordinance, and as commenced effective July 1, 2025, extending for a term of twenty-five years ending June 30, 2050, pursuant to Resolution No. 1654 adopted and approved by the City on May 6, 2025, has created Increment District No. 6, City of Broken Arrow (the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and Hackberry Market, LLC (including its successors and assigns, the “Developer”), desire to enter into a Development Financing Assistance Agreement (the “Development Agreement”) for the purpose of providing a framework for the completion of the proposed development within the Increment District described as the Project in the Project Plan; and

WHEREAS, the Authority and the City have agreed to provide assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act), including specifically the reimbursement of authorized Project Costs, all as more fully set forth in the Development Agreement; and

WHEREAS, the Authority has heretofore designated D.A. Davidson & Co., to serve as Underwriter for the Bonds authorized herein; and

WHEREAS, the Authority desires to grant approval for the issuance of the obligations to implement the Project Plan and accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. ACCEPTANCE OF RESPONSIBILITIES. The Authority hereby accepts its responsibilities and authority to implement the Project Plan as set forth in the TIF Ordinance.

SECTION 2. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur an indebtedness by the issuance of its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) for and on behalf of the City, in one or more series, in the aggregate principal amount of not to exceed \$28,000,000.00 (the “Bonds”) for the purpose of (i) financing and/or reimbursing certain Project Costs authorized under the Project Plan, including specifically certain assistance in development financing to the Developer as described in the Development Agreement; (ii) funding a reserve requirement with respect to the Bonds; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with issuance of the Bonds; it being the express intent hereof that any designations herein are merely for convenience and the said bonds may be named and divided by series as deemed appropriate by the Authority. The aggregate principal amount of the Bonds shall not exceed \$28,000,000.00, the true interest cost on the Bonds shall not exceed 7.50% per annum, and the final maturity date shall be not later than June 1, 2050. The exact underwriters’ and original issue discount, if any, original issue premium, if any, interest rates, redemption provisions, size and maturities, subject to the limitations set forth herein, shall be set forth in a Certificate(s) of Determination signed by the Chairperson, or

in their absence, the Vice Chairperson at the time of offering and pricing of the Bonds by the Underwriter. Upon signing the Certificate(s) of Determination, the Chairperson, or in their absence, the Vice-Chairperson, is authorized to execute the Bond Purchase Agreement(s).

SECTION 3. DESIGNATING UNDERWRITERS; SALE OF BONDS, WAIVING COMPETITIVE BIDDING. The Bonds are hereby sold and authorized to be sold and delivered to D.A. Davidson & Co. (the “Underwriter”) at negotiated sale at a discount of not to exceed 1.00% representing the Underwriter’s discount, not to exceed \$35,000 for Underwriters’ expense reimbursement (inclusive of Underwriter’s Counsel), and not to exceed 4.00% representing original issue discount as shall be more fully described along with the maturities and interest rates as set forth in a certificate of determination on the day of pricing of the Bonds, provided the true interest cost shall not exceed 7.5% per annum. Competitive bidding for the Bonds is hereby waived and the Bonds are hereby authorized to be sold and delivered pursuant to the terms of the Bond Purchase Agreement defined in Section 4 herein.

SECTION 4. BOND PURCHASE AGREEMENT. The form of Bond Purchase Agreement between the Authority and the Underwriter (the “Bond Purchase Agreement”), is hereby approved and the Chairperson or Vice Chairperson of the Authority is authorized to approve any corrections or additions thereto, and is further directed to execute and deliver same for and on behalf of the Authority; such execution and delivery to constitute full approval thereof by the Authority, including any corrections or additions thereto.

SECTION 5. INDENTURE. The General Bond Indenture, as supplemented and amended by a Series 2025 Supplemental Bond Indenture, both by and between the Authority and BancFirst, as Trustee (collectively, the “Indenture”), authorizing the issuance of and securing the payment of the Bonds approved in Section 2 hereof, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 6. SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the “Security Agreement”) pertaining to the transfer of the Sales Tax Increment Revenues (as defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Authority, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

SECTION 7. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE. The organizational document creating the Authority is subject to the provisions of the Indenture referenced in Section 5 hereof.

SECTION 8. OFFICIAL STATEMENT. The forms of the Preliminary Official Statement and the Final Official Statement (collectively, the “Official Statement”) outlining the terms, conditions and security for the Bonds are hereby adopted and approved and the Chairperson or Vice Chairperson of the Authority is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Authority and is further authorized and directed to execute and deliver same for and on behalf of the Authority. The Chairperson or Vice Chairperson are authorized to approve

any corrections, additions or deletions thereto for and on behalf of the Authority, and thereupon the Chairperson or Vice Chairperson of the Authority is authorized and directed to execute and deliver for and on behalf of the Authority a certificate deeming the Preliminary Official Statement to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The Authority authorizes the Underwriter to distribute the Official Statement in connection with the sale of the Bonds.

SECTION 9. CONTINUING DISCLOSURE AGREEMENT. The form of Continuing Disclosure Agreement is hereby approved with such additions, omissions and changes as may be approved by the persons executing the same, and the Chairperson or Vice-Chairperson and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 10. ASSISTANCE IN DEVELOPMENT FINANCING. The use of assistance in development financing, as contemplated in the Development Agreement, and as authorized by Section 853(14)(o) of the Local Development Act, is hereby approved.

SECTION 11. DEVELOPMENT AGREEMENT. The forms of the Development Financing Assistance Agreement by and among the Authority, the City, and Hackberry Market, LLC, as Developer (the “Development Agreement”), the Mortgage and Security Agreement by and between the Authority and the Developer (the “Mortgage”), and the Construction Escrow Agreement by and among the Authority, the Developer, and BancFirst, as Escrow Agent (the “Escrow Agreement”), are each hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Authority, and to do all other lawful things to carry out the terms and conditions of said Development Agreement, Mortgage, and Escrow Agreement.

SECTION 12. EXECUTION OF NECESSARY DOCUMENTS. The Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Bonds to the Underwriter upon receipt of the purchase price and are further authorized and directed to execute all necessary closing and delivery papers required by Bond Counsel and the Financial Advisor including, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, any required agreements relating to any bond insurance and/or reserve surety or insurance policies, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds; approve the disbursement of the proceeds of the Bonds, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2025.

BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

By: _____
Chairperson

ATTEST:

By: _____
Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Broken Arrow Economic Development Authority.

I further certify that the Trustees of the Broken Arrow Economic Development Authority held a Regular Meeting at 6:30 o'clock p.m., on June 2, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 2ND DAY OF JUNE, 2025.

BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

Secretary of Authority