



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

City of Broken Arrow  
Council Chambers  
220 S 1st Street  
Broken Arrow OK  
74012

*Chairperson Craig Thurmond*  
*Vice Chair Richard Carter*  
*Trustee Mike Lester*  
*Trustee Johnnie Parks*  
*Trustee Scott Eudey*

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**Tuesday, February 7, 2017**

**Council Chambers**

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

**1. Call to Order**

**2. Roll Call**

**3. Consideration of Consent Agenda**

- A.     [17-1654](#)       Approval of Broken Arrow Economic Development Authority Meeting  
Minutes of January 17, 2017

**Attachments:**   [BAEDA Minutes 01-17-17](#)

- B.     [16-1539](#)       Approval of the Broken Arrow Economic Development Authority Claims  
List for February 07, 2017

**Attachments:**   [02-07-17 BAEDA CL](#)

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

**5. General Authority Business**

- A.     [17-1820](#)       Consideration, discussion, and possible approval of and authorization to  
execute Resolution No. 961, a Resolution of the Trustees of the Broken  
Arrow Economic Development Authority approving and authorizing  
execution of a certain First Amendment to the Economic Development  
Agreement by and among the Broken Arrow Economic Development  
Authority, the City of Broken Arrow and Shawn and Gretchen Whistler  
("Whistler"); and containing other provisions relating thereto

**Attachments:**   [02-07-2017 RESOLUTION NO 961 - BAEDA - FIRST AMENDMENT TO W  
FIRST AMENDMENT TO EDA.pdf](#)

**6. Executive Session - - NONE**

**7. Adjournment**

**NOTICE:**

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.

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

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City Clerk



# City of Broken Arrow

## Fact Sheet

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**File #: 17-1654, Version: 1**

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**Broken Arrow Economic Development Authority  
Meeting of: February 7, 2017**

**To:** Chairman and Authority Members  
**From:** Office of the City Clerk  
**Title:**

**Approval of Broken Arrow Economic Development Authority Meeting Minutes of  
January 17, 2017**

**Background:** Minutes recorded for the Broken Arrow Economic Development Authority Meeting

**Cost:** \$0

**Prepared By:** Lisa Blackford, City Clerk

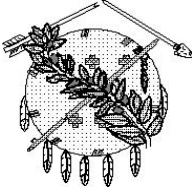
**Reviewed By:** Russell Gale, Assistant City Manager of Administration

**Beth Anne Wilkening, City Attorney**

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Broken Arrow Economic Development Authority minutes of January 17, 2017

**Recommendation:** Approval of the minutes of January 17, 2017 for the Broken Arrow Economic Development Authority meeting



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

City Hall  
220 S 1st Street  
Broken Arrow OK  
74012

*Chairman Craig Thurmond*  
*Vice Chair Richard Carter*  
*Trustee Mike Lester*  
*Trustee Johnnie Parks*  
*Trustee Scott Eudey*

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**Tuesday, January 17, 2017**

**Council Chambers**

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**1. Call to Order**

Vice-Chairman Richard Carter called the meeting to order at approximately 7:16 p.m.

**2. Roll Call**

**Present: 4 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter  
**Absent: 1 -** Craig Thurmond

**3. Consideration of Consent Agenda**

Vice-Chairman Carter asked if there were any items to remove from the Consent Agenda. There being none, he asked for a motion.

MOTION: A motion was made by Mike Lester, seconded by Johnnie Parks.

**Move to approve the Consent Agenda as presented**

The motion carried by the following vote:

**Aye: 4 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

- A. 16-1390**      **Approval of Broken Arrow Economic Development Authority Meeting Minutes of December 20, 2016**
- B. 17-1724**      **Approval of Broken Arrow Economic Development Authority Meeting Minutes of January 3, 2017**
- C. 16-1529**      **Approval of the Broken Arrow Economic Development Authority Claims List for January 17, 2017**

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

There were no items removed from the Consent Agenda. No action was required or taken.

**5. General Authority Business**

There was no general Authority business. No action was required or taken.

**6. Executive Session**

There was no Executive Session.

**7. Adjournment**

The meeting adjourned at approximately 7:17 p.m.

MOTION: A motion was made by Scott Eudey, seconded by Johnnie Parks.

**Move to adjourn**

The motion carried by the following vote:

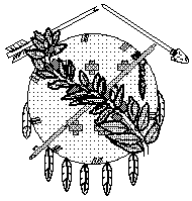
**Aye: 4 -**

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter

Attest:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



# City of Broken Arrow

## Fact Sheet

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**File #:** 16-1539, **Version:** 1

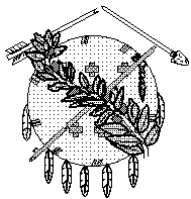
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PREPARED 2/03/17, 7:26:33  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 57

FUND	087	BAEDA					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
1/26/2017	7824	BROKEN ARROW ECONOMIC	006221	FEB 2017	087-1700-419.50-70		32,292.00
			006222	FEB/2017	087-1700-419.50-70		17,500.00
					1/26/2017 TOTAL -		49,792.00
					FUND 087 TOTAL -		49,792.00



# City of Broken Arrow

## Fact Sheet

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**File #: 17-1820, Version: 1**

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### **Broken Arrow Economic Development Authority**

**Meeting of: 02-07-2017**

**To: Mayor and City Council**  
**From: Office of the City Attorney**

**Title:**

**Consideration, discussion, and possible approval of and authorization to execute Resolution No. 961, a Resolution of the Trustees of the Broken Arrow Economic Development Authority approving and authorizing execution of a certain First Amendment to the Economic Development Agreement by and among the Broken Arrow Economic Development Authority, the City of Broken Arrow and Shawn and Gretchen Whistler (“Whistler”); and containing other provisions relating thereto**

#### **Background:**

On July 2, 2013, City Council passed Resolution No. 800 and the Broken Arrow Economic Development Authority (“BAEDA”) passed Resolution No. 801 agreeing to an Economic Development Agreement between BAEDA, The City of Broken Arrow and Shawn and Gretchen Whistler.

The Whistler Economic Development Agreement was entered into for the completion of Hillside Drive. Hillside Drive opens approximately 27 acres of development and creates a nearly two-mile contiguous shopping corridor fronting the north side of the Broken Arrow Expressway. Completion of Hillside Drive is in conformance with the comprehensive plan, particularly the land use intensity map and provides necessary connectivity between two (2) major commercial corridors. In order to extend Hillside Drive, the City initiated a condemnation action to acquire the property from the Whistler’s necessary to complete Hillside Drive.

During the pendency of the condemnation action, the City of Broken Arrow negotiated the Economic Development Agreement memorializing Resolution No. 800 and Resolution No. 801. The Whistler’s dedicated 1.27 acres of right-of-way, 0.3 acres for a drainage easement, .18 acres for a temporary construction easement, and 1.37 acres for construction of a detention pond.

The key terms of the Agreement included the following from the City and BAEDA:

1. Place fill material from the Hillside Drive Project onto Whistler’s property on an area south of an existing PSO easement and spread the fill material in accordance with the grading plan provided by Whistler; and
2. Extend access to all water, stormwater and sanitary sewer mains to Whistler’s current property line within two (2) years of the date of execution of the Agreement; and
3. Ensure that the usable parcel on the south end of the property will be provided at least two (2) curb cuts, so long as standard planning practices, such as dedication of mutual access easements, are accomplished; and
4. Construct a stormwater detention facility on the area located to the north of the proposed roadway



- within two (2) years of the date of execution of the Agreement; and
5. Pay \$350,000.00 to the required dedications.

The deadline for the utility work and stormwater detention work was July 2, 2015. In lieu of the Authority and City's construction obligations, Whistler has proposed a First Amendment to Economic Development Agreement that allows Whistler to convert two existing Outdoor Advertising signs owned or controlled by Whistler from a changeable copy format to a digital format. Specifically, under the First Amendment to Economic Development Agreement Whistler is authorized to convert both faces of the Outdoor Advertising sign, structure no. W34, and both faces of the Outdoor Advertising sign, structure no. W32, located at the Elm exit from the Broken Arrow Expressway from a changeable copy format to a digital format. Both Outdoor Advertising signs shall be converted to digital format by December 31, 2017 and shall not exceed 480 square feet of display surface area per sign face. In addition, the City would issue a letter agreement that provides that neither onsite detention nor fees in lieu of detention would be required on the site. Further, the Authority will clear, including, without limitation all trees from the Site, grade and place fill material from the Hillside Drive Project onto an area south of the PSO easement. The City will also ensure that the usable parcel on the south end of the property will provide at least two (2) curb cuts.

Adoption of the First Amendment to Economic Development Agreement will resolve the City and BAEDA's remaining construction obligations under the 2013 Economic Development Agreement.

**Cost:** Development fees waived

**Prepared By:** Beth Anne Wilkening, City Attorney

**Reviewed By:** Legal Department  
Finance Department  
Engineering and Construction Department  
Assistant City Manager - Operations

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Resolution No. 961  
First Amendment to Economic Development Agreement

**Recommendation:**

Approve Resolution No. 961 and authorize its execution.

## **RESOLUTION NO. 961**

**A RESOLUTION OF THE TRUSTEES OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING EXECUTION OF A CERTAIN FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, THE CITY OF BROKEN ARROW AND SHAWN AND GRETCHEN WHISTLER (“WHISTLER”); AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

**WHEREAS**, the City of Broken Arrow, Oklahoma (the “City”), is vitally interested in economic welfare of its citizens and desires to enhance the City’s capabilities for economic growth and development; and

**WHEREAS**, on June 17, 2013, the Authority, the City and Whistler entered into an Economic Development Agreement whereby the City purchased right-of-way, a small tract north of the right-of-way, a permanent drainage easement and a temporary construction easement located on the property described in the Agreement owned by Whistler for the purpose of extending Hillside Drive; and

**WHEREAS**, the Agreement contained several construction requirements with the completion date within two (2) years of the date of execution of the Agreement; and

**WHEREAS**, the Authority, the City and Whistler jointly wish to agree to waive the remaining construction obligations of the City and Authority and agree, and said, to allow Whistler to convert two existing Outdoor Advertising signs owned or controlled by Whistler from a changeable copy format to digital format;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA** that the First Amendment to Economic Development Agreement is hereby approved 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 Mayor or Vice Mayor, as the case may be, and shall be executed for and on behalf of the City by its Mayor or Vice Mayor, as the case may be and attested by the City Clerk, and for and on behalf of the other parties thereto by their respective authorized officers. The First Amendment to the Economic Development Agreement is hereby authorized for execution and delivery, subject to such minor changes, insertions and omissions in such filings of blanks therein as may be approved and made in the form thereof by the Officer of the City executing the same pursuant to this section. The execution of the First Amendment to Economic Development Agreement for and on behalf of the other parties thereto by their respective authorized officers and for and on behalf of the City by its Mayor or Vice Mayor as the case may be, with the official seal of the City affixed and attested by the signature of the City Clerk, shall be conclusive evidence of the approval of any changes, insertions, omissions and filling of blanks.

**APPROVED AND ADOPTED** by the Trustees of the Broken Arrow Economic Development Authority at a regular meeting of the Broken Arrow Economic Development Authority, the

Trustees were present and voting, and signed by the Chairman of the Trustees this 7<sup>th</sup> day of February, 2017.

BROKEN ARROW ECONOMIC  
DEVELOPMENT AUTHORITY

ATTEST: (SEAL)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Assistant City Attorney, as Authority Counsel

## **FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT**

The **FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT** (the "First Amendment") made effective as of this 17<sup>th</sup> day of June, 2015, by and between **BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**, an Oklahoma public trust (together with its successors and assigns, the "AUTHORITY"), **THE CITY OF BROKEN ARROW**, an Oklahoma municipal corporation (together with its successors and assigns, the "City," which term, when used in such context, shall also mean and refer to the area within the territorial limits of the City), and **SHAWN AND GRETCHEN WHISTLER, HUSBAND AND WIFE ("WHISTLER")**. Terms used and not otherwise defined in the First Amendment shall be defined in the Agreement.

### **WITNESSETH:**

**WHEREAS**, on June 17, 2013, the Authority, the City and Whistler entered into an Economic Development Agreement ("Agreement") whereby the City purchased right-of-way, a small tract north of the right-of-way, a permanent drainage easement, and a temporary construction easement located on the property described in the Agreement owned by Whistler for the purpose of extending Hillside Drive; and

**WHEREAS**, the Agreement contained several construction requirements with a completion date within two (2) years of the date of execution of the Agreement; and

**WHEREAS**, the Authority, the City and Whistler jointly agree to waive the remaining Construction Obligations of the City and Authority and agree, instead, to allow Whistler to convert the two existing outdoor advertising signs owned or controlled by Whistler from a changeable copy format to a digital format.

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

### **ARTICLE A AMENDMENTS TO AGREEMENT**

**A.1 Amendment to the recital involving construction requirements:** The recital involving the construction requirements of the City and Authority, identified as the second full recital on Page 2 of the Agreement, is hereby deleted in its entirety and replaced with the following:

**WHEREAS**, in connection with such reasonable expectations and following extensive negotiations with Whistler, the Authority and the City have determined that it is necessary and appropriate for the Authority and the City to provide the following in exchange for the dedication of the right-of-way and easements necessary for the construction of Hillside Drive across Whistler's property and a fee simple dedication necessary for the construction of a detention pond:

1. Place fill material from the Hillside Drive project onto Whistler's property onto an area south of the PSO easement identified in Exhibit "A."
2. Ensure that the usable parcel on the south end of the property will be provided at least two (2) curb cuts, so long as standard planning practices, such as dedication of mutual access easements, are accomplished;
3. A letter agreement from the City which provides that neither on-site detention nor fees-in-lieu of detention will be required on the Site; and
4. Pay \$350,000.00 for the required dedications.

**A.2 Amendment to Article II, Section 2.3, Construction:** Article II, Section 2.3 is hereby deleted in its entirety and replaced with the following:

**Construction:**

The Authority agrees to do the following: (a) clear, including, without limitation all trees from the Site, grade and place fill material from the Hillside Drive project onto an area south of the PSO easement identified in Exhibit "A" on the Site; (b) ensure that the usable parcel on the south end of the property will be provide at least two (2) curb cuts, so long as standard planning practices, such as dedication of mutual access easements, are accomplished; and (c) cause the City to issue a letter agreement which provides that neither on-site detention nor fees-in-lieu of detention will be required on the Site.

**A.3 Amendment to Article III, Section 3.2 Grading:** Article III, Section 3.2 is hereby deleted in its entirety and replaced with the following:

**3.2 Grading.** Whistler expressly agrees that the material placed by the City will come exclusively from the Hillside Drive Project, will not constitute select fill, and will not be compacted to a specific density. Whistler further agrees to use reasonable and customary measures to prevent erosion on the Site.

**A.4 Amendment to Article IV:** Article IV is hereby amended to include Section 4.3 to read in its entirety as follows:

**4.3 Outdoor Advertising Signs:** Whistler is hereby authorized to convert both faces of the outdoor advertising sign (Structure No. W34) located on the east side of the Site (the "Hillside Sign") and both faces of the outdoor advertising sign (Structure No. W32) located at the Elm exit from the Broken Arrow Expressway (the "Elm Sign") from a changeable copy format to a digital format. Both outdoor advertising signs shall be converted to digital format no later than December 31, 2017, and shall not exceed 480 square feet of display surface area per sign face (the display surface area presently existing). Further, except for the foregoing, any other modifications to the Hillside Sign or the Elm Sign are subject to the Broken Arrow Zoning Code and the Broken Arrow Code of Ordinances. Notwithstanding the foregoing, the parties acknowledge and agree that once development or redevelopment of the Site is complete, the Hillside Sign may be raised and or modified to insure that the Hillside Sign is 50ft above the finished grade of the Site at the base of the Hillside Sign.

**ARTICLE B**  
**CONTINUING TERMS OF AGREEMENT**

**B.1** Except as amended hereby, all terms of the Agreement remain in full force and effect without modification or change. The Agreement, as amended by this Amendment, is in all respects ratified and confirmed, and the Agreement, as so amended by this Amendment, shall be read, taken and construed as one and the same instrument.

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

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

THE CITY OF BROKEN ARROW,  
a municipal corporation

ATTEST: (S E A L)

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

By: \_\_\_\_\_  
City Clerk

Reviewed as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Municipal Counselor

BROKEN ARROW ECONOMIC  
DEVELOPMENT AUTHORITY,  
an Oklahoma public trust

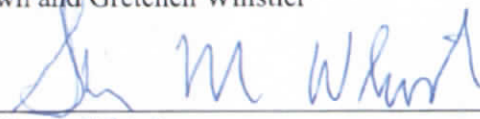
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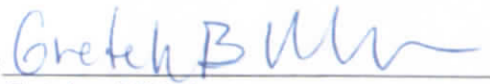
By: \_\_\_\_\_  
Chairman

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

SW  
CW

Shawn and Gretchen Whistler

By:   
Shawn Whistler

By:   
Gretchen Whistler

