

January 20, 2026 - 6:00 PM
Glenpool City Hall, City Council Chambers
12205 S. Yukon Ave. 3rd Floor
Glenpool, Oklahoma

NOTE: Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

+13462487799, US (Houston)

+14086380968, US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 897 5355 5435

Passcode: 974088

Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending via ZOOM are required to complete the Request to Speak form located on our website: <https://www.glenpoolonline.com/DocumentCenter/View/2551/request-to-speak-at-open-meeting-forms-2025?bidId> = and email it to the City Clerk: lasmith@cityofglenpool.com PRIOR TO 6:00 PM CALL TO ORDER.

AGENDA

- A) Call to Order - Joyce G. Calvert, Mayor**
- B) Roll Call, Declaration of a Quorum - Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
- C) Invocation- Jason Cowan - Faith Church, Glenpool**
- D) Pledge of Allegiance - Joyce G. Calvert, Mayor**
- E) Swearing-In Ceremony – Jeremy Plane, Police Chief, Paul Newton, Fire Chief; George Miles, Municipal Judge**
 - 1) Swearing in ceremony for the following employees:
 - a. Police Officer — Jaxson Sanders
 - b. Firefighters — Dalton Armstrong & Braden Ashlock
- F) Management Report**
- G) Mayor Report - Joyce G. Calvert, Mayor**
- H) Council Comments**
- I) Public Comments**

J) Consideration and appropriate action relating to a request for approval of the Consent Agenda.

(All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)

- 1) To approve the minutes from the December 1, 2025 meeting.
- 2) To approve the minutes from the January 5, 2026 meeting.
- 3) To approve the reimbursement award from JAG-LLE for FY25 in the amount of \$9,541 and to authorize the City Manager to sign all necessary documents related to this grant for police laptops.
- 4) To approve the application for the Keep Oklahoma Beautiful (KOB) Roadside Beautification Grant in the amount of \$5,594 to refresh landscaping along 141st Street right-of-way areas, and authorize the City Manager to sign all documents required for submittal of the application.
- 5) To approve the SAFE (Secure and Fair Enforcement) grant award of \$11,786.60 with no required match for five Dell laptops for the Police Department and authorize the City Manager to sign all grant related documents.

K) Consideration and appropriate action relating to items removed from the Consent Agenda

L) Scheduled Business

- 1) Discussion and possible action to approve, modify, or deny Ordinance No. 832 amending Title 11 of the Glenpool City Code of Ordinances (Zoning Regulations) to correct an error in the zoning regulations by amending Chapter 2: Rules and Definitions; Subchapter 2: Land Uses, Section 11-3-8 and Table 11-3-8: Residential Uses by Zoning District; and Section 11-3-9 and Table 11-3-9: Nonresidential Uses by Zoning District; and Table 11-3-9; repealing all conflicting ordinances and resolutions; providing for severability; and containing other provisions related thereto. The amendment will correct an error in the land use tables. Applicant: City of Glenpool.

A. Public Hearing on the proposed Zoning Text Amendment (GZA-314).

B. Discussion and possible action to approve, approve with conditions, deny, or amend the proposed Zoning Text Amendment (GZA-314).

(Duy Nguyen, City Planner)

- 2) Discussion and possible action to approve, modify, or deny Ordinance No. 833 amending Title 11 of the Glenpool City Code of Ordinances (Zoning Regulations) by amending Chapter 2: Rules and Definitions; Section 11-2-2 Definitions and Subchapter 2: Land Uses; 11-3-9 Nonresidential Uses by Zoning District; Table 11-3-9 Nonresidential Uses by Zoning District by adding use classifications and definitions for Medical Marijuana Commercial Grower, Medical Marijuana Processor, Medical Marijuana Dispensary, Medical Marijuana Research Facility, Medical Marijuana Testing Laboratory, Medical Marijuana Education Facility, Medical Marijuana Waste Disposal Facility; repealing all conflicting ordinances and resolutions; providing for severability; and containing other provisions related thereto. The amendment will correct an error in the land use tables. Applicant: City of Glenpool.

A. Public Hearing on the proposed Zoning Text Amendment (GZA-315).

B. Discussion and possible action to approve, approve with conditions, deny, or amend the proposed Zoning Text Amendment (GZA-315).
(Gerald Gilbert, Development Services Director)

- 3) Discussion and possible action to direct staff to research and prepare an ordinance for consideration by the Council establishing notice and permitting requirements, including possible bonding, insurance, enforcement, and penalty provisions, for excavation within public or private easements and rights-of ways.
(Shayne Buchanan, Councilor, Trustee)
- 4) Discussion and possible action to approve, modify or deny a grant application to the Oklahoma Tourism & Recreation Recreational Trails Program Grant in the amount of \$300,000 for the construction of trails and a parking lot for Morris Park West Frisbee and Nature Park Trails. The anticipated project cost is 564,188.83.
(Beth Miller, Grants and Special Projects , Jesse Hale, Director of Public Works)
- 5) Discussion and possible action to approve, modify, or deny Resolution No. 2026001 authorizing submission of a grant application to the Oklahoma Department of Transportation (ODOT) under the Transportation Alternatives Program for FY2026 for the 146th Street Sidewalk Project between Elwood to Fern, and to authorize the Mayor to sign Resolution No. 2026001 in support of the application, which includes an estimated federal award of \$960,000.00, a local match of \$240,000.00, and a total project cost of \$1,200,000.00.
(Beth Miller, Grants and Special Projects)
- 6) Discussion and possible action to approve, modify, or deny Resolution No. 2026002 authorizing submission of a grant application to the Oklahoma Department of Transportation (ODOT) under the Transportation Alternatives Program for FY2026 for the north 141st Street Sidewalk Project from Highway 75 to South 26th West Avenue, and to authorize the Mayor to sign Resolution No. 2026002 in support of the application, which includes an estimated federal award of \$1,200,000.00, a local match of \$300,000.00, and a total project cost of \$1,500,000.00.
(Beth Miller, Grants and Special Projects)

M) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S Yukon Ave., Oklahoma, on 1/16/2026 at 11:30 a.m.

Signed: Lesli Smith
City Clerk

CITY COUNCIL

MEETING MINUTES

DECEMBER 1, 2025

COUNCIL PRESENT:	Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan
COUNCIL ABSENT:	
STAFF PRESENT:	David Tillotson, LeaAnn Reed, Josh Brannon
STAFF ABSENT:	Lesli Smith

A) Call to Order - Joyce G. Calvert, Mayor

Mayor Calvert called the meeting to order at 6:01 p.m.

B) Roll Call, Declaration of a Quorum - Lesli Smith, City Clerk; Joyce G. Calvert, Mayor

LeaAnn Reed called the roll; Mayor Calvert declared a quorum present. Jana Burk, Attorney, of Rosenstein, Fist & Ringold, were also in attendance.

C) Invocation-Pastor Rob Griffin of Triumph Worship Center in Mounds

Pastor Rob Griffin of Triumph Worship Center in Mounds gave the invocation.

D) Pledge of Allegiance - Joyce G. Calvert, Mayor

E) Management Report

City Manager David Tillotson reported to the Mayor and City Council that Joe Wuest's last day with the City was the last day of November and that interviews for a new Chief Operations Officer will commence in the coming weeks. He further reported that the City will participate in the Chambers Black Gold Christmas celebration by entering a 26-foot tree.

1) Management Report

F) Mayor Report - Joyce G. Calvert, Mayor

Mayor Calvert stated that she did not have an official Mayor's Report for this meeting. She commented, however, on the Glenpool Public Schools statistics included in the City Manager's report, noting that GPS achieved a graduation rate of 98.9 percent and that 76.3 percent of Glenpool graduates earned post-secondary credit hours during their time with the district. She remarked that

these accomplishments speak highly of the Glenpool school district and the community.

G) Council Comments

There were no council comments.

H) Public Comments

There were no public comments.

I) Consideration and appropriate action relating to a request for approval of the Consent Agenda.

- 1) To approve the minutes from the November 3, 2025, meeting.
- 2) To approve the application for the FY 2025 Patrick Leahy Bulletproof Vest Partnership (BVP) Grant
- 3) To approve Budget Amendment CITY-05, appropriating funds from the 2026 Police SAFE Grant award.
- 4) To approve Budget Amendment CITY-06, appropriating funds from the OSBI ICAC Grant award.
- 5) To approve Budget Amendment CITY-07, appropriating funds from an OMAG auto insurance claim.

Moved by Jaci Triplett-Lund, seconded by Chris Brobst

For	Against
Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None
5	0

Abstained	Absent
None	
0	

To approve the consent agenda.

CARRIED.

J) Consideration and appropriate action relating to items removed from the Consent Agenda

No items were removed from the consent agenda.

K) **Scheduled Business**

- 1) **Zoning Ordinance Text Amendment** – A proposed Zoning Ordinance Text Amendment (GZA-314) amending Title 11 of the City Code of Ordinances (Zoning Regulations), Subchapter 2: Land Uses, Section 11-3-8: Residential Uses by Zoning District and Section 11-3-9: Nonresidential Uses by Zoning District.
Applicant: City of Glenpool

THIS ITEM WAS TABLED FROM THE NOV 3RD COUNCIL MEETING. STAFF IS REQUESTING THE ITEM BE REMOVED WITH NO ACTION.

The item was removed from the agenda and no action or vote was taken on this item.

- 2) Discussion and possible action to approve, modify or deny a Memorandum of Understanding with the United States Marshals Service Fugitive Task Force.

Moved by Jaci Triplett-Lund, seconded by Tim Fox

For	Against
Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None
5	0

Abstained	Absent
None	
0	

To approve a Memorandum of Understanding with the United States Marshals Service Fugitive Task Force.

CARRIED.

- 3) Discussion and possible action to approve, modify, or deny the contract between the Oklahoma Department of Commerce and the City of Glenpool for a \$5,000 grant through the Oklahoma Community Marketing Partnership Program.

Moved by Chris Brobst, seconded by Jaci Triplett-Lund

For	Against
Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None
5	0

Abstained	Absent
None	
0	

To approve item 3 with the amended contract between the Oklahoma Department of Commerce and the City of Glenpool for a grant through the Oklahoma Community Marketing Partnership Program.

CARRIED.

- 4) Discussion and possible action to recommend to the Oklahoma Department of Transportation the approval, modification or denial of the bids for the City of Glenpool Sidewalk and Beautification Project JP No. 28845(04)(05), State Job Piece No. STP-172E(539)EH, and authorize up to an additional \$423,603.26 in funding from the General Fund Reserve be allocated to this project.

Moved by Shayne Buchanan, seconded by Chris Brobst

For	Against
Tim Fox, Chris Brobst, Shayne Buchanan	Jaci Triplett-Lund, Joyce Calvert
3	2

Abstained	Absent
None	
0	

To approve item 4 by removing Alt 3 from the total project.

CARRIED.

- 5) Discussion and possible action to approve, modify, or deny the Supplemental Agreement for the Rolling Meadows Subdivision Stormwater Improvement Project at a cost of \$12,600 to be paid from Move Glenpool Forward Funds.

Moved by Chris Brobst, seconded by Jaci Triplett-Lund

For	Against
Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None

5	0
---	---

Abstained	Absent
None	
0	

To approve, the Supplemental Agreement for the Rolling Meadows Subdivision Stormwater Improvement Project at a cost of \$12,600 to be paid from Move Glenpool Forward Funds.

CARRIED.

- 6) Discussion and possible action to determine which, if any, Council Members will attend the ICSC@Red River Conference on February 17-18, 2026, in San Antonio, TX.

Moved by Joyce Calvert, seconded by Tim Fox

For	Against
Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None
5	0

Abstained	Absent
None	
0	

To approve Council Members Joyce G. Calvert and Chris Brobst attending the ICSC@Red River Conference on February 17-18, 2026, in San Antonio, TX.

CARRIED.

- 7) Discussion and possible action to approve a change order in the amount of \$720 to the Access Control bid with Key Communications.

Moved by Joyce Calvert, seconded by Chris Brobst

For	Against
Tim Fox, Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None
5	0

Abstained	Absent
------------------	---------------

None	
0	

To approve a change order in the amount of \$720 to the Access Control bid with Key Communications.

CARRIED.

- 8) Discussion of possible changes to the City's zoning code regarding the potential zoning classifications of various marijuana business and license types, as well as the process and timeline for approval of any changes to the zoning code.

This was a discussion only. No action or vote was taken on this item.

L) **Adjournment**

The meeting was adjourned at 7:26 p.m.

CITY COUNCIL

MEETING MINUTES

JANUARY 5, 2026

COUNCIL PRESENT:	Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan
COUNCIL ABSENT:	Tim Fox
STAFF PRESENT:	David Tillotson, LeaAnn Reed
STAFF ABSENT:	Lesli Smith

A) Call to Order - Joyce G. Calvert, Mayor

Mayor Calvert called the meeting to order at 6:02 p.m.

B) Roll Call, Declaration of a Quorum - Lea Ann Reed, Chief Administrative Officer; Joyce G. Calvert, Mayor

LeaAnn Reed called the roll; Mayor Calvert declared a quorum present. Jana Burk, Attorney, of Rosenstein, Fist & Ringold, were also in attendance.

C) Invocation - Associate Pastor Nick Baker of Woodlake Family Church in Glenpool

Associate Pastor Nick Baker of Woodlake Family Church in Glenpool, gave the invocation.

D) Pledge of Allegiance - Joyce G. Calvert, Mayor

E) Management Report

City Manager Tillotson, provided additional comments supplementing his written report. He stated that he had received an invitation to attend an upcoming INCOG meeting. He further reported that the Annual Chamber Banquet is scheduled for March 7, 2026.

1) CM Report

F) Mayor Report - Joyce G. Calvert, Mayor

There were no official Mayor comments.

G) Council Comments

Councilor Buchanan inquired about the City's plans to address the impacts on the budget resulting from declining sales tax revenues, expressing interest in further discussion on this matter at a future meeting. He also advised the Council and staff that

the City is only five years away from celebrating the 125th anniversary of the discovery of oil in Glenpool, noting the significance of this upcoming milestone for the community.

H) **Public Comments**

There were no public comments.

I) **Consideration and appropriate action relating to a request for approval of the Consent Agenda.**

No items were on the consent agenda.

J) **Consideration and appropriate action relating to items removed from the Consent Agenda**

No items were removed from the consent agenda.

K) **Scheduled Business**

- 1) Discussion, consideration and possible action to approve or deny cancellation of the February 17, 2026, regularly scheduled Council meeting.

Moved by Shayne Buchanan, seconded by Joyce Calvert

For	Against
Jaci Triplett-Lund, Joyce Calvert, Chris Brobst, Shayne Buchanan	None
4	0

Abstained	Absent
None	Tim Fox
0	

To approve cancellation of the February 17, 2026, regularly scheduled Council meeting.

CARRIED.

- 2) Discussion on the Oklahoma Department of Transportation's intersection control evaluation for W. 151st Street South, from Yukon Avenue to Broadway Street, Glenpool.

This was a discussion only. No action or vote was taken on this item.

L) **Adjournment**

The meeting was adjourned at 6:54 p.m.

To: The Honorable Mayor and Council
From: Beth Miller, Grants and Special Projects
Meeting Date: January 20, 2026
Department/Office: Grants & Special Projects
Item Name: JAG-LLE FY25 Grant Award Authorization

Summary:

The City of Glenpool has been awarded the FY25 Justice Assistance Grant – Local Law Enforcement (JAG-LLE) in the amount of \$9,541.00. This funding will reimburse the purchase of four Police Department laptops for patrol cruisers.

Council approval is requested to authorize the City Manager to sign the required documents in the OGX system (Requirement to Report Actual or Imminent Breach of PII, Breach of PII Agency Policy, and Special Conditions) and any related documents necessary to accept and administer the award.

Recommended Action:

Staff recommends authorizing the City Manager to execute all required and related documents for the JAG-LLE FY25 award in the amount of \$9,541.00, which provides reimbursement for four Police Department laptops installed in patrol cruisers.

Budget:

General Fund - fund balance

Attachments:

1. Breach of Personally Identifiable Information Agency Policy Template
2. 2022 Requirement to Report Breach of PII
3. JAG-LLE Special Conditions

Breach of Personally Identifiable Information Agency Policy

- As per state and federal requirements, it is the responsibility of _____ employees to report suspected computer incidents, and/or breach of personally identifiable information, as quickly as possible. The ultimate goals, regardless of incident, are the protection of assets, containment of damage, and restoration of service.
- The reported cyber incident will be coordinated by the Oklahoma CyberCommand with the Oklahoma Office of Homeland Security, Information Analysis/Infrastructure Protection Division (OHS IA/IPD) and the Oklahoma State Bureau of Investigation (OSBI).
- In addition, in the event of an actual or imminent breach, personnel must complete and submit the "Breach of Personally Identifiable Information (PII) Report" to the District Attorney's Council (DAC) no later than 12 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Signature of Authorized Official: _____

Date: _____

KATHRYN B. BREWER
Executive Coordinator

RYAN STEPHENSON
Assistant Executive Coordinator



STATE OF OKLAHOMA

DISTRICT ATTORNEYS COUNCIL

421 NW 13th Street, Suite 290 • Oklahoma City, Oklahoma 73103

EXECUTIVE 405-264-5000 FAX 405-264-5099	FINANCE 405-264-5004 405-264-5099	GRANTS 405-264-5008 405-264-5099	VICTIMS 405-264-5006 405-264-5097	IT 405-264-5002 405-264-5099	TRAINING 405-264-5000 405-264-5099	UVED 405-264-5010 405-429-4274
---	---	--	---	------------------------------------	--	--------------------------------------

**Requirement to report actual or imminent breach of
personally identifiable information (PII)**

The subgrantee must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it –

1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or

2) uses or operates a “Federal information system” (as defined in OMB Circular A-130).

The subgrantee’s breach procedures must include a requirement to report actual or imminent breach of PII to the DAC or an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Signature of Authorized Official

Date

Signature of Project Director

Date

Special Conditions

Instructions: The Authorizing Official (Chief Executive Officer) must sign the Special Conditions where indicated.

2025 JUSTICE ASSISTANCE GRANT/LOCAL LAW ENFORCEMENT PROGRAM

District Attorneys Council Special Conditions

1. The subgrantee agrees that the Award Document constitutes the operative document obligating and reserving the federal funds for use by the subgrantee. The obligation of the awarded funds is forfeited without further cause if the subgrantee fails to sign and return the Award Document and all other documents as required by the Federal Grants Division within 30 calendar days from the start date on the award, or by **January 31, 2026**.
2. The subgrantee must encumber the federal funds by June 30, 2026 and pay all expenditures by **August 15, 2026**.
3. The project director and finance officer may be required to attend the award document and reimbursement training, which will be hosted online via webinar on December 4, 2026. The link will be sent out via email—please contact DAC if you do not receive it.
4. The subgrantee acknowledges that they are responsible for maintaining updated contact information in the OGX system. To update information in OGX for either the Authorized Official, Project Director, or Fiscal Officer, subgrantees can update contact information themselves on the platform or contact DAC.
5. The subgrantee must maintain a current address, area code/telephone number, and email address with the DAC within the OGX system. If any information is incorrect or has changed since or during the award period, updates must be made within the OGX system to document changes.
6. The subgrantee assures that Limited English Proficiency (LEP) persons have meaningful access to services under this program. "National origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Executive Order 13166, Title VI, and the Safe Streets Act, the subgrantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance service, including oral and written translation when necessary. More information may be found at: <https://www.lep.gov/>

Department of Justice (DOJ) Special Conditions

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C.) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D.) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E.) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

10. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28- Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

18. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

A. it represents that—

i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction.

Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

25. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

26. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

"State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

"Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

"Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

"DHS means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

27. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2.The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4.Rules of Construction

A. For purposes of this condition:

"State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

"Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

"Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

"DHS means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

28. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

For purposes of this condition—

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)); (2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity; (3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and (4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

29. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 - without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

For purposes of this condition—

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)); (2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation— (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity; (3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and (4) the term "public disclosure" means any communication or release other than one— (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

30. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable. (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

31. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable. (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention

Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

32. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations—including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the U.S.—within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien.

The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of- (a) conviction described in 8 USC 1227(a)(2), or (b) conduct described in 8 USC 1227(a)(4).

The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that- (a) is designed to prevent or to significantly delay or complicate, or (b) has the effect of preventing or of significantly delaying or complicating.

"State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

"Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

33. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien.

The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 USC 1227(a)(2), or (b) conduct described in 8 USC 1227(a)(4).

The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

is designed to prevent or to significantly delay or complicate, or

has the effect of preventing or of significantly delaying or complicating.

"State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

"Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

34. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

35. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

42. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

43. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

46. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Authorizing Official's (Chief Executive Officer)

Title

Date

To: Honorable Mayor and Council
From: Beth Miller, Grants and Special Projects
Meeting Date: January 20, 2026
Department/Office: Grants & Special Projects
Item Name: KOB Roadside Beautification Grant Application

Summary:

The City of Glenpool is seeking Council approval to authorize submission of the Keep Oklahoma Beautiful (KOB) Roadside Beautification Grant application in the amount of \$5,594. This grant will fund the refresh of landscaping along 141st Street right-of-way areas, including new plants, mulch, metal edging, and trash receptacles in high-visibility locations.

This is a gifting grant with no matching funds or reimbursement requirements, meaning the awarded amount will fully cover the proposed improvements. Approval also authorizes the City Manager to sign the Property Permission Form and any other applicable documents required for the grant.

Recommended Action:

Staff recommends approval of the application for the Keep Oklahoma Beautiful (KOB) Roadside Beautification Grant in the amount of \$5,594 to refresh landscaping along 141st Street right-of-way areas, and authorization for the City Manager to sign all documents required for submittal of the application.

Budget:

N/A

Attachments:

1. 2026 Property Permission Form
2. KOB Roadside Beautification Grant Proposal 2026

PROPERTY PERMISSION

Environmental Beautification Grant – Keep Oklahoma Beautiful, Inc.

By signing below, I/we understand that

City of Glenpool
Name of Organization

has applied to participate in The 2023 Beautification Grant by improving the

area located at 141st Street

in Glenpool, Oklahoma.

Further, I/we are the legal owners of the above referenced structure and do hereby give permission for it to be improved as described in the project application submitted to Keep Oklahoma Beautiful by said organization.

SIGNATURES

OWNER

12205 S. Yukon Ave
MAILING ADDRESS

Glenpool OK 74033
CITY ST ZIP

dtillotson@cityofglenpool.com
EMAIL ADDRESS

918-209-4645
PHONE

ALTERNATIVE CONTACT

CONTACT NAME

City of Glenpool
ORGANIZATION

12205 S. Yukon Ave.
MAILING ADDRESS

Glenpool OK 74033
CITY ST ZIP

EMAIL ADDRESS

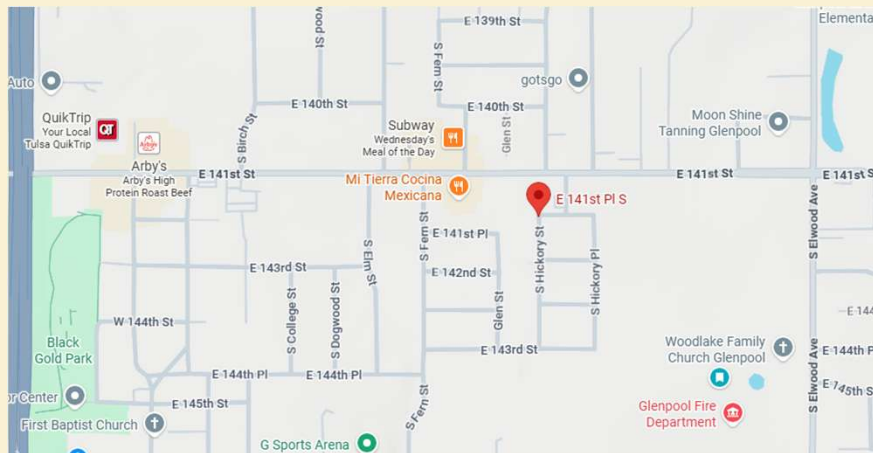
PHONE



KOB Roadside Beautification Grant

Refresh of 141st St

Grant Criteria



- Per the description of grant categories, the Roadside Beautification Grant requires “Support of projects that enhance the visual appeal and welcoming character in your community's most visible areas. Think murals, sculptures, refreshed signage, **landscaping along major thoroughfares...**”
- Refreshing the landscaping areas in the right of way along 141st St meets all criteria listed.

Areas of Interest

- In total, there are 30 planting areas along the right of way on both sides of 141st St
- We have chosen to break the project up into reasonable chunks due to monetary and labor needs
- The first four areas we have chosen to refresh are high impact areas along 141st that citizens would be able to easily notice when traveling down the road

Target Areas

1. 258 E 141st St (Near Twice the Ice)
2. Corner of 141st St and Warrior Rd
3. Corner of 141st St and S Elwood Ave (Stop sign)
4. Area south of stop sign

- 120 ft of metal edging
- 3 new grasses
- 15 - 20 bags of mulch



Area By Twice the Ice



Area By Warrior Rd

- The intersection at 141st St and Warrior Rd has 2 separate areas
- This area would also benefit from a trash can near one of the benches
- The area near the holly tree would receive additional plants to reestablish old bed around bench
- 180 ft of metal edging
- 8 new grasses
- 1 new trash can
- 25 – 30 bags of mulch

- 150 ft of metal edging
- 5 new grasses
- 10 – 15 bags of mulch



Area Directly South of Stop Sign



- 150 ft of metal edging
- 4 new grasses
- 10 – 15 bags of mulch
- 1 trash can near bench



Cost Estimates

ITEMS	QUANTITY	COST	NOTES
Mulch	2 palettes	\$546	Spring Creek Nursery
Plants	34	\$510	Spring Creek Nursery
Metal edging	600 sq ft	\$2,138	Spring Creek Nursery
Trash Can	2	~ \$2,400	Depending on which company and style is preferred

Total = \$5,594

Thank you!

EMILY JAMES

EMATHIS@CITYOFGLENPOOL.COM

To: Honorable Mayor and Council
From: Beth Miller, Grants and Special Projects
Meeting Date: January 20, 2026
Department/Office: Grants & Special Projects
Item Name: SAFE Grant Award Authorization

Summary:

The City of Glenpool has been awarded the SAFE (Secure and Fair Enforcement) grant in the amount of \$11,786.60 from the Oklahoma Attorney General's Office. This is a reimbursement grant that will cover the cost of five Dell laptops for the Police Department. There is no required match for this project. All project documents for this grant will be housed on the OGX (Oklahoma Grant Exchange) website. Staff is requesting the Council approve the City's acceptance of the grant and authorize the City Manager to sign the award and all grant documents required to administer the grant.

Recommended Action:

Staff recommends Council approve the SAFE (Secure and Fair Enforcement) grant award and authorize the City Manager to execute all required grant documents.

Budget:

General Fund - fund balance

Attachments:

1. SAFE_Award_Contract



THE OFFICE OF ATTORNEY GENERAL
2026 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement (“Agreement”) is made between the Office of the Attorney General (“OAG”) and Glenpool, City of (“Recipient”) (hereinafter collectively referred to as the (“Parties”). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. **AMOUNT AND PURPOSE OF GRANT FUNDS**

- a. OAG is providing **\$11,786.60** (“Grant Funds”) to Recipient in the form of the Grant for its use to fund the Project(s) described in Appendix A.

2. **AVAILABILITY OF GRANT FUNDS**

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. OAG may terminate its obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. **TERM OF CONTRACT**

- a. The term of the contract begins on January 1, 2026.
- b. The term of this contract shall expire twelve (12) months after the contract begins on December 31, 2026, unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. Pursuant to the requirements of Section 14 entitled Records, Reports, and Documentation, quarterly reports on the contract status will be due: April 30, 2026; July 31, 2026; October 31, 2026, and January 31, 2027.
- c. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted

by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, by Recipient must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A pursuant to the terms of this contract.

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator that has been approved by the OAG for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. Funding will be dispersed upon Grantee Signatures submitted in OGX.
- b. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.
- c. Funds made available to Recipient under this contract shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient acknowledges that the contract funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to as a result of overtime hours worked.
- b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- c. The Parties intend that each shall be responsible for its own intentional acts, negligent acts, and/or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. Recipient expressly agrees to be solely responsible for ensuring that the use of monies received under this contract complies with all federal, state and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.
- b. Certification Required by 25 O.S. § 1313 (E-Verify). Recipient certifies that he and all proposed subcontractors, whether known or unknown at the time of this contract is executed or awarded, are in compliance with 25 O.S.2021, § 1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.2021, § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.e-verify.gov.
- c. Certification required by 74 O.S.2021, § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of the Contract while employed by the State of Oklahoma will be employed or otherwise utilized by Recipient to fulfill any of the services provided for under this Contract.
- d. Certification required under 74 O.S.2021, § 582. By executing this Contract, Recipient certifies that he does not boycott goods or services from the State of Israel and will not boycott the State of Israel during the term of this Contract.

10. NO-CONFLICT COVENANT

- Recipient covenants that no officers or employees of Recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. The Parties certify that neither has been a party to any collusion among

applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this contract, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this contract.

- b. Recipient has not paid, given, donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

- Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute, and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

- Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and state laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a quarterly report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on January 1, 2026.. Reports shall be due no later than one month after the end of a reporting period, as provided in Section 3(b). The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.

- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.
- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- d. Recipient shall provide status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF AGREEMENT

- a. Recipient shall promptly, but no later than thirty (90) days following the expiration of the contract, return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A. Does this need to be extended? Application has 90 days.
- b. Recipient shall promptly, but no later than thirty (30) days following the expiration of the contract, submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. DISPUTE RESOLUTION, INTERPRETATION, REMEDIES, VENUE, AND CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this contract.
- b. This contract shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the Parties.
- b. This contract may be terminated or suspended by OAG in whole or in part,

for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:

- i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. ENTIRE AGREEMENT

- This contract, together with Appendix A, constitutes the entire contract between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

19. HEADINGS

- Titles of parts or sections of this contract are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the contract.

20. SEVERABILITY

- If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

21. COUNTERPARTS

- The Parties may execute this contract in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same contract. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

22. POINT OF CONTACT

- Correspondence and contact with the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Laura A. Russell
Title: Grant Monitor
Phone Number: (405) 522-3180
Email: laura.russell@oag.ok.gov

Secondary Contact Name: Dane Towery
Title: Deputy Attorney General
Phone Number: (405) 522-8965
Email: dane.towery@oag.ok.gov

This agreement has been signed electronically within the IntelliGrants System by:

CONTRACTOR

Name:

Title:

Date:

OKLAHOMA OFFICE OF ATTORNEY GENERAL, 313 N.E. 21st, Oklahoma City,
Oklahoma, 73105- 4894, an agency of the State of Oklahoma.

Name:

Title:

Date:

APPENDIX A – Project(s) to be Funded

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

Budget Category	Agency Approved Award Amount
Overtime	\$0.00
Travel	\$0.00
Equipment	\$11,786.60
Supplies	\$0.00
Other	\$0.00
Total Project Costs	\$11,786.60

To:

From: Duy Nguyen, City Planner

Meeting Date: January 20, 2026

Department/Office: Development Services

Item Name: ZONING TEXT AMENDMENT (GZA-314)

Summary:

REQUEST : TO AMEND TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS); CHAPTER 2: RULES AND DEFINITIONS; SUBCHAPTER 2: LAND USES; 11-3-8: RESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-8 RESIDENTIAL USES BY ZONING DISTRICT AND 11-3-9: NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT.

APPLICANT : CITY OF GLENPOOL

PROJECT DESCRIPTION

The application under consideration is a proposed Zoning Text Amendment (GZA-314). This amendment is intended to correct an error in the Zoning Regulations by revising the following sections of Title 11 of the City Code of Ordinances (Zoning Regulations):

Chapter 2: Rules and Definitions.

Subchapter 2: Land Uses.

*11-3-8: Residential Uses by Zoning District; Table 11-3-8 Residential Uses by Zoning District
and*

11-3-9: Nonresidential Uses by Zoning District; Table 11-3-9 Nonresidential Uses by Zoning District.

On June 21, 2021, the City Council adopted Ordinance No. 788, a Zoning Text Amendment focused on updating provisions related to Planned Unit Developments (PUDs). As part of that update, revisions were made to Table 11-3-8 Residential Uses by Zoning District and Table 11-3-9 Nonresidential Uses by Zoning District. However, an incorrect exhibit was inadvertently attached to the ordinance, resulting in unintended changes to the entire residential and nonresidential land use tables.

Zoning Text Amendment (GZA-314) is proposed to correct this error while preserving the intended updates pertaining to PUDs.

Recommended Action:

PLANNING COMMISSION ACTION:

The Planning Commission public hearing on the proposed Zoning Text Amendment (GZA-314) application was held on Monday, January 12, 2026. After deliberating, the Planning Commission on a 4-0 vote recommended that the City Council approve the Zoning Text Amendment (GZA-314) application as presented by staff.

STAFF RECOMMENDATION:

The Zoning Text Amendment (GZA 314) application meets the COG Code of Ordinances requirements. As such, staff recommends the City Council take the following actions:

1. Approve the Zoning Text Amendment (GZA 314) to the City Council as presented.

Budget:

Attachments:

1. GZA 314 - Attachments

Application



RECEIVED: _____
TAC CONFERENCE: _____
PC HEARING: _____
FILE #: _____
STAFF USE ONLY

Zoning Text Amendment Application

PART I – APPLICANT INFORMATION:

Name: City of Glenpool Phone: 918-209-4618

Address: 12205 S Yukon Ave, Glenpool, OK, 74033

Email Address: dnguyen@cityofglenpool.com

Proposed by (Planning Commission, City Council, City Planner or City Manager):
City Planner, Duy Nguyen

PART II – PROPOSED ZONING TEXT AMENDMENT:

Glenpool Zoning Amendment (GZA) Number: GZA 314

Chapter/Title/Section Amended:

TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS); CHAPTER 2: RULES AND DEFINITIONS; SUBCHAPTER 2: LAND USES; 11-3-8: RESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-8 RESIDENTIAL USES BY ZONING DISTRICT AND 11-3-9: NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT.

PART II – SIGNATURES:

I, City of Glenpool (applicant name), hereby certify that the attached and completed application contains the information required by the City of Glenpool as specified above. I understand the submission of incomplete and inaccurate information may result in a delay in processing and action on this application.

Project Applicant Name (Print Name): City of Glenpool

Project Applicant Signature:  Date: 1/8/2026

**Updated Table 11-3-8 Residential
Uses by Zoning District**

Table 11-3-8 Residential Uses by Zoning Districts of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

TABLE 11-3-8 Residential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Accessory Dwelling Unit	L	L	L	L	L	-	-	-	-	-	-	-	-	-	-	-	-
Bed and Breakfast Inn	L	L	-	-	-	-	L	L	L	-	L	-	-	-	-	-	P
Community Group Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	E
Dwelling, Apartment (7+ dwelling units)	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	P
Dwelling, Duplex	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Lot Line (Patio)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Modular	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Multiplex (3-5 dwelling units)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Single-Family	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	P
Dwelling, Townhome (3-6 dwelling units)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Elderly / Retirement Home	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Family Day Care Home	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	-	P
Foster Home	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	L
Home Occupation	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	P
Life Care Retirement Center	-	-	-	-	-	-	P	P	P	-	P	P	-	-	-	-	P
Manufactured Home Park or Subdivision, RV Park	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Neighborhood Group Home	L	L	L	L	L	L	L	L	-	-	-	-	-	-	-	-	E
Protective Care, Emergency	-	-	-	-	-	-	L	L	-	-	-	-	P	P	-	-	-
Residential Care Facility	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	E
Rooming and Boarding House	LA	LA	LA	LA	LA	-	-	-	-	-	-	-	-	-	-	-	-
Transitional Living Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P

**Updated Table 11-3-9 Nonresidential
Uses by Zoning District**

Table 11-3-9 Nonresidential Uses by Zoning Districts of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Adult Day Care, Care Home	P	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	P
Alcohol Sales, On-Site Consumption	-	-	-	-	-	-	-	-	-	-	-	LA	P	P	-	-	P
Alcohol Sales, Off-Site Consumption	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Assisted Living, Congregate Care	-	-	-	-	-	-	P	P	P	-	P	P	-	-	-	-	P
Automobile, Major Service	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Automobile, Minor Service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-
Automobile, Rental or Sale	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
Bank, Financial Institution	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P
Business Park	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Child Care Center	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
College, Technical, or Vocation School	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Commercial Drive-In / Drive-Through Food	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	P
Concrete, Asphalt Batching Temporary	-	-	-	-	-	-	-	-	-	-	-	-	-	TS	TS	T P	-
Concrete, Asphalt Batching Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Construction Services	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-
Convenience Retail and Service	-	-	-	-	-	-	-	-	-	-	LA	LA	P	P	P	P	P
Craft Brew / Restaurant, Wine Tasting	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Detention / Correctional Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	S
Essential Services	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P
Extraction (Gas, Gravel, Minerals, Oil, Sand)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Food Processing	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Funeral Home, Mortuary	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	S
Farm, Agricultural	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Gas Station	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Grocery	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P
Heavy Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Helipport, Accessory	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A
Hospital, Clinic, Lab, Medical Office	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Hotel, Motel	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Indoor Recreation and Amusement, Commercial Intensive	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P

**TABLE 11-3-9
Nonresidential Uses by Zoning District**

Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Indoor Recreation, Fitness, Health Club	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Industrial, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Industrial, Light, Flex Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Landfill (Disposal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Lumberyard	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Nursing, Convalescent Home	-	-	-	-	-	-	P	P	-	-	P	P	P	P	-	-	P
Office, General	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Outdoor Recreation, Commercial Intensive	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Outdoor Recreation, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Outdoor Sales and Display, Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-
Outdoor Sales and Display, Seasonal	-	-	-	-	-	-	-	-	-	-	-	-	L	P	-	-	-
Pawnshop, Short Term Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	E
Personal Services	-	-	-	-	-	-	-	-	-	-	L	L	P	P	P	P	P
Place of Assembly	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Private Club	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	E
Public / Private School ¹	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	E
Research, Testing Lab, Product Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	E
Restaurant	-	-	-	-	-	-	-	-	-	-	L	L	P	P	P	P	P
Retail Plant Nursery	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	E
Salvage Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Self-Storage Facility, Exterior Access	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Self-Storage Facility, Interior Access	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Shopping Center: Neighborhood	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P
Shopping Center: General Retail	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Storage of Flammable or Noxious Substances	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Tavern, Night Club	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	E
Telecommunication, Mounted Antenna	L	L	L	L	L	L	L	L	L	L	P	P	P	P	P	P	P
Telecommunication, Wireless Tower	S	S	S	S	S	S	S	S	S	S	S	S	L	L	P	P	E
Temporary Open Air Carnival, Circus, Event	TS	-	-	-	-	-	-	-	-	-	-	-	TS	TS	TS	TS	-

**TABLE 11-3-9
Nonresidential Uses by Zoning District**

Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Wind Energy Conversion System	L	L	-	-	-	-	-	-	-	-	-	-	-	L	L	L	-
Vending Kiosk, ATM	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Veterinary Clinic	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P

**Ordinance
No. 832**

**CITY COUNCIL OF THE CITY OF GLENPOOL
ORDINANCE NO. 832**

AN ORDINANCE OF THE CITY OF GLENPOOL, OKLAHOMA, AMENDING TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS) TO CORRECT AN ERROR IN THE ZONING REGULATIONS, BY AMENDING: CHAPTER 2: RULES AND DEFINITIONS; SUBCHAPTER 2: LAND USES. 11-3-8 RESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-8 RESIDENTIAL USES BY ZONING DISTRICT AND 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT; AND REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND CORRECTION OF CLERICAL ERROR

WHEREAS, Title 11, ZONING REGULATIONS, of the City of Glenpool Code of Ordinances was approved and adopted by the City Council on November 14, 2017, by Ordinance No. 746; and

WHEREAS, the City Council of the City of Glenpool previously adopted Ordinance No. 788, which incorporated Chapter 2: Rules and Definitions; Subchapter 2: Land Uses. 11-3-8 Residential Uses By Zoning District; Table 11-3-8 Residential Uses by Zoning District And 11-3-9 Nonresidential Uses By Zoning District; Table 11-3-9 Nonresidential Uses By Zoning District into the Zoning Code; and

WHEREAS, the referenced table as adopted contained errors that do not accurately reflect the intended zoning regulations; and

WHEREAS, it is necessary to correct these errors to ensure clarity and consistency in the application of the City's Zoning Code; and

WHEREAS, the public health, safety, and welfare of the citizens of Glenpool require that the Zoning Code be accurate and correctly codified; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 14-101, of the Oklahoma Statutes, a municipal governing body may enact ordinances, rules and regulations not inconsistent with the Constitution and laws of Oklahoma for any purpose mentioned in Title 11 of the Oklahoma Statutes or for carrying out their municipal functions; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 22-120, of the Oklahoma Statutes, a municipal governing body may enact and enforce such ordinances, rules and regulations as it deems necessary for the protection of the public health, safety, morals or the general welfare of the community that are not inconsistent with state law; and

WHEREAS, The Oklahoma Municipal Code, Title 11, Section 14-101, provides that the municipal governing body may repeal, alter or amend municipal ordinances, rules and regulations as the governing body ordains; and

WHEREAS, Section 11-9-7: Zoning Text Amendment. B.2. of the Zoning Regulations provides that the City Council may, from time to time, on its own motion, or at the request of the city staff, amend, supplement, change, modify or repeal the text of any portion of this Title to establish and maintain sound, stable and desirable development.

WHEREAS, The City Council of the City of Glenpool has considered the recommendation of the Planning Commission on January 12th, 2026 to approve and adopt this Ordinance No. 332 and agrees that doing so will be desirable and beneficial to the carrying out of the municipal zoning function.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, THAT:

Section 1. Chapter 2: Rules and Definitions; Subchapter 2: Land Uses. 11-3-8 Residential Uses by Zoning District; Table 11-3-8 Residential Uses by Zoning District And 11-3-9 Nonresidential Uses By Zoning District; Table 11-3-9 Nonresidential Uses by Zoning District of the Zoning Code is hereby repealed and replaced with the corrected version attached hereto as "Exhibit A". The replacement table shall supersede all previous versions and accurately reflect the intended zoning provisions.

Section 2. All other provisions of Ordinance No. 788 not inconsistent with this ordinance shall remain in full force and effect.

Section 3. Severability. If any provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Section 4. All ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Ordinance shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of January 2026.

Joyce G. Calvert, Mayor

ATTEST:

[MUNICIPAL SEAL]

Lesli Smith, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Table 11-3-8 Residential Uses by Zoning Districts of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

TABLE 11-3-8 Residential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Accessory Dwelling Unit	L	L	L	L	L	-	-	-	-	-	-	-	-	-	-	-	-
Bed and Breakfast Inn	L	L	-	-	-	-	L	L	L	-	L	-	-	-	-	-	P
Community Group Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	E
Dwelling, Apartment (7+ dwelling units)	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	P
Dwelling, Duplex	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Lot Line (Patio)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Modular	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Multiplex (3-5 dwelling units)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Single-Family	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	P
Dwelling, Townhome (3-6 dwelling units)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Elderly / Retirement Home	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Family Day Care Home	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	-	P
Foster Home	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	L
Home Occupation	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	P
Life Care Retirement Center	-	-	-	-	-	-	P	P	P	-	P	P	-	-	-	-	P
Manufactured Home Park or Subdivision, RV Park	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Neighborhood Group Home	L	L	L	L	L	L	L	L	-	-	-	-	-	-	-	-	E
Protective Care, Emergency	-	-	-	-	-	-	L	L	-	-	-	-	P	P	-	-	-
Residential Care Facility	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	E
Rooming and Boarding House	LA	LA	LA	LA	LA	-	-	-	-	-	-	-	-	-	-	-	-
Transitional Living Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P

Table 11-3-9 Nonresidential Uses by Zoning Districts of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Adult Day Care, Care Home	P	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	P
Alcohol Sales, On-Site Consumption	-	-	-	-	-	-	-	-	-	-	-	LA	P	P	-	-	P
Alcohol Sales, Off-Site Consumption	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Assisted Living, Congregate Care	-	-	-	-	-	-	P	P	P	-	P	P	-	-	-	-	P
Automobile, Major Service	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Automobile, Minor Service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-
Automobile, Rental or Sale	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
Bank, Financial Institution	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P
Business Park	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Child Care Center	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
College, Technical, or Vocation School	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Commercial Drive-In / Drive-Through Food	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	P
Concrete, Asphalt Batching Temporary	-	-	-	-	-	-	-	-	-	-	-	-	-	TS	TS	T P	-
Concrete, Asphalt Batching Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Construction Services	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-
Convenience Retail and Service	-	-	-	-	-	-	-	-	-	-	LA	LA	P	P	P	P	P
Craft Brew / Restaurant, Wine Tasting	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Detention / Correctional Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	S
Essential Services	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P
Extraction (Gas, Gravel, Minerals, Oil, Sand)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Food Processing	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Funeral Home, Mortuary	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	S
Farm, Agricultural	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Gas Station	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Grocery	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P
Heavy Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Helipoint, Accessory	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A
Hospital, Clinic, Lab, Medical Office	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Hotel, Motel	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Indoor Recreation and Amusement, Commercial Intensive	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P

**TABLE 11-3-9
Nonresidential Uses by Zoning District**

Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Indoor Recreation, Fitness, Health Club	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Industrial, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Industrial, Light, Flex Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Landfill (Disposal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Lumberyard	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Nursing, Convalescent Home	-	-	-	-	-	-	P	P	-	-	P	P	P	P	-	-	P
Office, General	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Outdoor Recreation, Commercial Intensive	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Outdoor Recreation, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Outdoor Sales and Display, Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-
Outdoor Sales and Display, Seasonal	-	-	-	-	-	-	-	-	-	-	-	-	L	P	-	-	-
Pawnshop, Short Term Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	E
Personal Services	-	-	-	-	-	-	-	-	-	-	L	L	P	P	P	P	P
Place of Assembly	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Private Club	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	E
Public / Private School ¹	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	E
Research, Testing Lab, Product Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	E
Restaurant	-	-	-	-	-	-	-	-	-	-	L	L	P	P	P	P	P
Retail Plant Nursery	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	E
Salvage Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Self-Storage Facility, Exterior Access	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Self-Storage Facility, Interior Access	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Shopping Center: Neighborhood	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P
Shopping Center: General Retail	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Storage of Flammable or Noxious Substances	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Tavern, Night Club	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	E
Telecommunication, Mounted Antenna	L	L	L	L	L	L	L	L	L	L	P	P	P	P	P	P	P
Telecommunication, Wireless Tower	S	S	S	S	S	S	S	S	S	S	S	S	L	L	P	P	E
Temporary Open Air Carnival, Circus, Event	TS	-	-	-	-	-	-	-	-	-	-	-	TS	TS	TS	TS	-

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Wind Energy Conversion System	L	L	-	-	-	-	-	-	-	-	-	-	-	L	L	L	-
Vending Kiosk, ATM	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Veterinary Clinic	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P

To:

From: Gerald Gilbert, Development Services Director

Meeting Date: January 20, 2026

Department/Office: Development Services

Item Name: ZONING TEXT AMENDMENT (GZA-315)

Summary:

REQUEST: A ZONING ORDINANCE TEXT AMENDMENT (GZA-315) AMENDING TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS) BY AMENDING: CHAPTER 2: RULES AND DEFINITIONS; 11-2-2 DEFINITIONS; 11-3-9; NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT – LAND USE: BY ADDING THE FOLLOWING USES: MEDICAL MARIJUANA COMMERCIAL GROWER, MEDICAL MARIJUANA PROCESSOR, MEDICAL MARIJUANA DISPENSARY, MEDICAL MARIJUANA RESEARCH FACILITY, MEDICAL MARIJUANA TESTING LABORATORY, MEDICAL MARIJUANA EDUCATION FACILITY, MEDICAL MARIJUANA WASTE DISPOSAL FACILITY.

APPLICANT: CITY OF GLENPOOL

BACKGROUND

In June 2018, Oklahoma voters approved the legalization of medical marijuana. The Oklahoma Medical Marijuana Authority (OMMA) was established as part of the Oklahoma State Department of Health (OSDH) to regulate medical marijuana licenses. In November of 2022, OMMA became an independent state agency and was no longer under the purview of the OSDH.

In 2023, Senate Bill 801 was enacted, granting municipalities greater control over the zoning of marijuana businesses. This legislation allowed cities and towns to modify their standard planning and zoning procedures to determine or forbid certain zones or districts for the operation of new marijuana-licensed businesses. However, the legislation “grandfathered” in any existing businesses, allowing them to continue operation until they are no longer licensed by the OMMA.

In addition, cities may regulate medical marijuana businesses through zoning regulations, building and safety codes, and nuisance ordinances. They are permitted to control where medical marijuana businesses are located, including setting distance requirements from schools, parks, and daycare centers, as well as establishing separation requirements to prevent the clustering of such uses. However, cities cannot outright prohibit medical marijuana businesses within their jurisdictions. Glenpool’s current Zoning Code was approved and adopted by the City Council on November 14, 2017, through Ordinance No. 746. Since its initial adoption, the code has been amended to respond to evolving community needs, address implementation issues, and ensure

compliance with state and federal laws. At present, medical marijuana is not defined in the code as a specific use classification. Given recent state legislation granting municipalities greater authority to regulate medical marijuana, staff is proposing an amendment to the Zoning Code to establish a clear permitting framework. This amendment will ensure compliance with OMMA regulations and help address potential concerns related to the operation of medical marijuana businesses.

PROPOSED AMENDMENT

The purpose of the proposed amendment is to establish a regulatory framework for medical marijuana uses within the city. Staff proposes the creation of defined specific use classifications that align with the operational license types issued by the Oklahoma Medical Marijuana Authority (OMMA), as well as identification of the zoning districts in which each use is permitted.

The following is list of the proposed use classifications staff is recommending be created and included within the zoning code.

1. Medical Marijuana Commercial Grower
2. Medical Marijuana Processor
3. Medical Marijuana Dispensary
4. Medical Marijuana Research Facility
5. Medical Marijuana Testing Laboratory
6. Medical Marijuana Transporter
7. Medical Marijuana Education Facility
8. Medical Marijuana Waste Disposal Facility

The proposed use classifications and their corresponding definitions are provided in “Attachment 1” of this report. These definitions align with the license types established by OMMA and are intended to be implemented in coordination with the city’s zoning code. The definitions for each use classification would be added to Chapter 2, Rules and Definitions. 11-2-2 Definitions.

Accompanying the proposed use classifications is the Zoning/Land Use Matrix, which would also need to be amended, indicates where each use is permitted, prohibited, or conditionally permitted within the various zoning districts.

As illustrated in the table below, most medical marijuana uses are proposed to be permitted within the IL (Light Manufacturing) and IM (Moderate Industrial) zones, except for dispensaries, which are restricted to the CG (General Commercial) zone. However, a Medical Marijuana Waste Disposal Facility would only be permitted within the IL and IM zones through the approval of a Specific Use Permit (SUP).

The SUP ensures that a disposal facility does not adversely affect surrounding properties, public safety, or the environment by allowing tailored conditions, such as waste storage protocols or operating hour restrictions, based on the specific location. An SUP is granted on a case-by-case basis and may require periodic review to ensure ongoing compliance with approved conditions.

Within the table below the proposed amendments are highlighted in yellow.

11-3-9: Nonresidential Uses by Zoning District

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential									Nonresidential							PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Medical Marijuana Commercial Grower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Processor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Dispensary	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
Medical Marijuana Research Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Testing Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Transporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Education Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Waste Disposal Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-

Symbols. The tables in this Subchapter use the following symbols:

1. "P", means that the land use is a *Permitted Use*, subject to all other provisions of this Title.
2. "S", means that the land use is a *Specific Use* which is allowed once granted a *Specific Use Permit*, which may be approved following a public hearing conducted by the Planning Commission and a subsequent public hearing conducted by the City Council, as set out in Section 11-9-13, *Specific Use Permit*, and subject to:
 - a. All development standards set out in this Title;
 - b. Applicable Specific Use Permit requirements set out in Subchapter 3, *Specific and Limited Uses*; and
 - c. All applicable processes and procedures set out in Chapters 8 and 9 of this Title.
3. "-", means that the land use is a *Prohibited Use* in the specified zoning district.

Recommended Action:

PLANNING COMMISSION ACTION: The Planning Commission public hearing on the proposed Zoning Ordinance Text Amendment was held on Monday, September 11th, 2023. After deliberating, the Planning Commission on a 4-0 vote recommended the City Council approve the proposed Zone Amendment (GZA-315); which are modifications to:

1. Recommend Approval to Chapter 2: Rules and Definitions; 11-2-2 Definitions; and
2. Recommend Approval to the City Council the proposed amendment to 11-3-9; Nonresidential Uses by Zoning District; Table 11-3-9 Nonresidential Uses by Zoning District – Land Use: By adding the following uses: Medical Marijuana Commercial Grower, Medical Marijuana Processor, Medical Marijuana Dispensary, Medical Marijuana Research Facility, Medical Marijuana Testing Laboratory, Medical Marijuana Education Facility, Medical Marijuana Waste Disposal Facility.

STAFF RECOMMENDATION:

Staff recommends the City Council affirm the Planning Commission action and approve Zoning Ordinance Text Amendment (GZA-315) and adopt attached Ordinance No. 833 as presented.

Budget:**Attachments:**

1. GZA 315 - Attachments

Application



RECEIVED: _____
TAC CONFERENCE: _____
PC HEARING: _____
FILE #: _____
STAFF USE ONLY

Zoning Text Amendment Application

PART I – APPLICANT INFORMATION:

Name: City of Glenpool Phone: 918-209-4618

Address: 12205 S Yukon Ave, Glenpool, OK, 74033

Email Address: dnguyen@cityofglenpool.com

Proposed by (Planning Commission, City Council, City Planner or City Manager):

City Planner, Duy Nguyen

PART II – PROPOSED ZONING TEXT AMENDMENT:

Glenpool Zoning Amendment (GZA) Number: GZA 315

Chapter/Title/Section Amended:

TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS) BY
AMENDING: CHAPTER 2: RULES AND DEFINITIONS; 11-2-2 DEFINITIONS; 11-3-9;
NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES
BY ZONING DISTRICT

PART II – SIGNATURES:

I, City of Glenpool (applicant name), hereby certify that the attached and completed application contains the information required by the City of Glenpool as specified above. I understand the submission of incomplete and inaccurate information may result in a delay in processing and action on this application.

Project Applicant Name (Print Name): City of Glenpool

Project Applicant Signature:  Date: 1/8/2026

Proposed Medical Marijuana Use Classifications and Definitions

Attachment #1

Medical Marijuana Use Classifications with Definitions

Medical Marijuana Commercial Grower is an entity licensed to cultivate, prepare and package medical marijuana or package medical marijuana as pre-rolls, and transfer or contract for transfer medical marijuana and medical marijuana pre-rolls to a medical marijuana dispensary, medical marijuana processor, any other medical marijuana commercial grower, medical marijuana research facility or medical marijuana education facility. A commercial grower may sell seeds, flower or clones to commercial growers pursuant to the Oklahoma Medical Marijuana and Patient Protection Act;

Medical Marijuana Processor is a person or entity licensed pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to operate a business including the production, manufacture, extraction, processing, packaging or creation of concentrate, medical-marijuana-infused products or medical marijuana products as described in the Oklahoma Medical Marijuana and Patient Protection Act.

Medical Marijuana Dispensary is an entity that has been licensed by the Oklahoma Medical Marijuana Authority (OMMA) pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to purchase medical marijuana or medical marijuana products from a licensed medical marijuana commercial grower or licensed medical marijuana processor, to prepare and package non-infused pre-rolled medical marijuana, and to sell medical marijuana or medical marijuana products to licensed patients and caregivers as defined by the OMMA, or sell or transfer products to another licensed dispensary; and to sell, transfer, and transport or contract with a commercial transporter to transport medical marijuana or medical marijuana products to another licensed dispensary, a research facility, and an educational facility; and to transfer to testing laboratories.

Medical Marijuana Research Facility is person or entity that has been issued a license by the Oklahoma Medical Marijuana Authority (OMMA) to grow, cultivate, possess, and transfer to testing laboratories, and to transfer by sale or donation to other licensed research facilities, medical marijuana for the limited research purposes permitted under Oklahoma Medical Marijuana and Patient Protection Act.

Medical Marijuana Testing Laboratory is a public or private laboratory licensed pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to conduct testing and research on medical marijuana and medical marijuana products.

Medical Marijuana Transporter is an individual or entity that is licensed pursuant to the Oklahoma Medical Marijuana and Patient Protection Act. The transporter license is a standalone license allowing the licensee, through its licensed transporter agents, to transport medical marijuana and medical marijuana products between other licensed businesses. Transporter licensees may not grow, process or sell their own medical marijuana – only transport other licensed businesses’ products.

Medical Marijuana Education Facility is a person or entity approved pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to operate a facility providing training and education to individuals involving the cultivation, growing, harvesting, curing, preparing, packaging or testing of medical marijuana, or the production, manufacture, extraction, processing, packaging or creation of medical-marijuana-infused products or medical marijuana products as described in the Oklahoma Medical Marijuana and Patient Protection Act;

Medical Marijuana Waste Disposal Facility license authorizes the licensee to dispose of medical marijuana. The waste disposal facility license also authorizes licensees to transport medical marijuana waste.

**Proposed Amendment to Table 11-3-9
Nonresidential Uses by Zoning District**

Attachment #2 Proposed Amendment

11-3-9: Nonresidential Uses by Zoning District

Proposed Amendment is **highlighted in yellow**.

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential									Nonresidential							PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Lumberyard	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Medical Marijuana Commercial Grower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Processor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Dispensary	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
Medical Marijuana Research Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Testing Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Transporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Education Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Medical Marijuana Waste Disposal Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-
Nursing, Convalescent Home	-	-	-	-	-	-	P	P	-	-	P	P	P	P	-	-	P

Symbols. The tables in this Subchapter use the following symbols:

1. **"P"**, means that the land use is a *Permitted Use*, subject to all other provisions of this Title.
2. **"S"**, means that the land use is a *Specific Use* which is allowed once granted a *Specific Use Permit*, which may be approved following a public hearing conducted by the Planning Commission and a subsequent public hearing conducted by the City Council, as set out in Section 11-9-13, *Specific Use Permit*, and subject to:
 - a. All development standards set out in this Title;
 - b. Applicable Specific Use Permit requirements set out in Subchapter 3, *Specific and Limited Uses*; and
 - c. All applicable processes and procedures set out in Chapters 8 and 9 of this Title.
3. **"-"**, means that the land use is a *Prohibited Use* in the specified zoning district.

**Ordinance
No. 833**

**CITY COUNCIL OF THE CITY OF GLENPOOL
ORDINANCE NO. 833**

AN ORDINANCE OF THE CITY OF GLENPOOL, OKLAHOMA, AMENDING TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS), BY AMENDING: CHAPTER 2: RULES AND DEFINITIONS; 11-2-2 DEFINITIONS AND SUBCHAPTER 2: LAND USES. 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT BY ADDING USE CLASSICATIONS AND DEFINITIONS FOR; MEDICAL MARIJUANA COMMERCIAL GROWER, MEDICAL MARIJUANA PROCESSOR, MEDICAL MARIJUANA DISPENSARY, MEDICAL MARIJUANA RESEARCH FACILITY, MEDICAL MARIJUANA TESTING LABORATORY, MEDICAL MARIJUANA EDUCATION FACILITY, MEDICAL MARIJUANA WASTE DISPOSAL FACILITY; AND REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND CORRECTION OF CLERICAL ERROR

WHEREAS, Title 11, ZONING REGULATIONS, of the City of Glenpool Code of Ordinances was approved and adopted by the City Council on November 14, 2017, by Ordinance No. 746; and

WHEREAS, The ZONING REGULATIONS as approved and adopted by Ordinance No. 746 do not include references or criteria for medical marijuana uses; and

WHEREAS, There presently are criterion outlined in Chapter 2: Rules and Definitions; 11-2-2 Definitions and Chapter 3 Zoning Districts and Map, Subchapter 2: Land Uses; Table 11-3-9 Nonresidential Uses by Zoning District; and

WHEREAS, To promote compatibility among land uses in the city it is equitable and desirable to establish use classifications and definitions for Medical Marijuana Commercial Grower, Medical Marijuana Processor, Medical Marijuana Dispensary, Medical Marijuana Research Facility, Medical Marijuana Testing Laboratory, Medical Marijuana Education Facility, Medical Marijuana Waste Disposal Facility; and

WHEREAS, Medical Marijuana Commercial Grower, Medical Marijuana Processor, Medical Marijuana Research Facility, Medical Marijuana Testing Laboratory, Medical Marijuana Education Facility, Medical Marijuana Waste Disposal Facility are a permitted uses within the IL (Light Manufacturing) and IM (Moderate Industrial) Zoning districts; and Medical Marijuana Waste Disposal Facility is permitted in the IL (Light Manufacturing) and IM (Moderate Industrial) zoning districts with the approval of a SUP (Specific Use Permit); and Medical Marijuana Dispensary is permitted within the CG (General Commercial) zoning district; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 14-101, of the Oklahoma Statutes, a municipal governing body may enact ordinances, rules and regulations not inconsistent with the Constitution and laws of Oklahoma for any purpose mentioned in Title 11 of the Oklahoma Statutes or for carrying out their municipal functions; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 22-120, of the Oklahoma Statutes, a municipal governing body may enact and enforce such ordinances, rules and regulations as it deems necessary for the protection of the public health, safety, morals or the general welfare of the community that are not inconsistent with state law; and

WHEREAS, The Oklahoma Municipal Code, Title 11, Section 14-101, provides that the municipal governing body may repeal, alter or amend municipal ordinances, rules and regulations as the governing body ordains; and

WHEREAS, Section 11-9-7: Zoning Text Amendment. B.2. of the Zoning Regulations provides that the City Council may, from time to time, on its own motion, or at the request of the city staff, amend, supplement, change, modify or repeal the text of any portion of this Title to establish and maintain sound, stable and desirable development.

WHEREAS, The City Council of the City of Glenpool has considered the recommendation of the Planning Commission on January 12th, 2026 to approve and adopt this Ordinance No. 333 and agrees that doing so will be desirable and beneficial to the carrying out of the municipal zoning function.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, THAT:

Section 1. CHAPTER 2: RULES AND DEFINITIONS; 11-2-2 DEFINITIONS of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended with the following use classifications and definitions:

Medical Marijuana Commercial Grower is an entity licensed to cultivate, prepare and package medical marijuana or package medical marijuana as pre-rolls, and transfer or contract for transfer medical marijuana and medical marijuana pre-rolls to a medical marijuana dispensary, medical marijuana processor, any other medical marijuana commercial grower, medical marijuana research facility or medical marijuana education facility. A commercial grower may sell seeds, flower or clones to commercial growers pursuant to the Oklahoma Medical Marijuana and Patient Protection Act;

Medical Marijuana Processor is a person or entity licensed pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to operate a business including the production, manufacture, extraction, processing, packaging or creation of concentrate, medical-marijuana-infused products or medical marijuana products as described in the Oklahoma Medical Marijuana and Patient Protection Act.

Medical Marijuana Dispensary is an entity that has been licensed by the Oklahoma Medical Marijuana Authority (OMMA) pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to purchase medical marijuana or medical marijuana products from a licensed medical marijuana commercial grower or licensed medical marijuana processor, to prepare and package non-infused pre-rolled medical marijuana, and to sell medical marijuana or medical marijuana products to licensed patients and caregivers as defined by the OMMA, or sell or transfer products to another licensed dispensary; and to

sell, transfer, and transport or contract with a commercial transporter to transport medical marijuana or medical marijuana products to another licensed dispensary, a research facility, and an educational facility; and to transfer to testing laboratories.

Medical Marijuana Research Facility is person or entity that has been issued a license by the Oklahoma Medical Marijuana Authority (OMMA) to grow, cultivate, possess, and transfer to testing laboratories, and to transfer by sale or donation to other licensed research facilities, medical marijuana for the limited research purposes permitted under Oklahoma Medical Marijuana and Patient Protection Act.

Medical Marijuana Testing Laboratory is a public or private laboratory licensed pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to conduct testing and research on medical marijuana and medical marijuana products.

Medical Marijuana Transporter is an individual or entity that is licensed pursuant to the Oklahoma Medical Marijuana and Patient Protection Act. The transporter license is a standalone license allowing the licensee, through its licensed transporter agents, to transport medical marijuana and medical marijuana products between other licensed businesses. Transporter licensees may not grow, process or sell their own medical marijuana – only transport other licensed businesses’ products.

Medical Marijuana Education Facility is a person or entity approved pursuant to the Oklahoma Medical Marijuana and Patient Protection Act to operate a facility providing training and education to individuals involving the cultivation, growing, harvesting, curing, preparing, packaging or testing of medical marijuana, or the production, manufacture, extraction, processing, packaging or creation of medical-marijuana-infused products or medical marijuana products as described in the Oklahoma Medical Marijuana and Patient Protection Act;

Medical Marijuana Waste Disposal Facility license authorizes the licensee to dispose of medical marijuana. The waste disposal facility license also authorizes licensees to transport medical marijuana waste.

Section 2. Subchapter 2: Land Uses. 11-3-9: NONRESIDENTIAL USES BY ZONING DISTRICT; TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

By adding the following use classifications; Medical Marijuana Commercial Grower, Medical Marijuana Processor, Medical Marijuana Dispensary, Medical Marijuana Research Facility, Medical Marijuana Testing Laboratory, Medical Marijuana Education Facility, Medical Marijuana Waste Disposal Facility and use table keys.

11-3-9: Nonresidential Uses by Zoning District

TABLE 11-3-9 Nonresidential Uses by Zoning District																		
Land Use	Zoning Districts																	
	Agricultural / Residential									Nonresidential								PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD	
Medical Marijuana Commercial Grower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	
Medical Marijuana Processor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	
Medical Marijuana Dispensary	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	
Medical Marijuana Research Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	
Medical Marijuana Testing Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	
Medical Marijuana Transporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	
Medical Marijuana Education Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	
Medical Marijuana Waste Disposal Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	

Section 3. Severability. If any provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Section 4. All ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Ordinance shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of January 2026.

Joyce G. Calvert, Mayor

ATTEST:

[MUNICIPAL SEAL]

Lesli Smith, City Clerk

APPROVED AS TO FORM:

City Attorney

To: Mayor and Council

From: Shayne Buchanan, Councilor, Trustee

Meeting Date: January 20, 2026

Department/Office: City Council & Boards

Item Name: Excavation of Easements Discussion

Summary:

Councilor Buchanan requested this item be placed on the agenda for discussion and possible action on the creation of a draft ordinance governing possible permitting of excavation by contractors within public or private easements.

Recommended Action:

Budget:

Attachments:

1. Buchanan Request

Agenda Item for 1/20/26 Council Meeting

From Shayne Buchanan <shaynebuchanan@ymail.com>

Date Tue 1/13/2026 9:12 PM

To David Tillotson <DTillotson@cityofglenpool.com>; LeaAnn Reed <lreed@cityofglenpool.com>

 1 attachment (20 KB)

glenpool_excavation_ordinance1.docx;

David / LeaAnn,

We've had contractors hitting water / sewer lines with more frequency over the past 4 months. I show issues arising 1/2/26, 12/2/25, and 10/2/25. David and I briefly discussed some options for prior notification and bonding requirements of excavation in an easement w/in city limits to ensure utility customers are not on the hook for the cost of repairs. I would like to discuss the possibility of a new city ordinance with the Council next Monday to see if there is interest in creation of an ordinance. I've attached a sample ordinance along with a table of other communities that have some easement notification requirements that should help the Council think about what they would want in an ordinance. I am respectfully requesting the following item be placed on the City agenda for January 20th, 2026, and the attachments be placed in agenda packet.

DISCUSSION ON THE CREATION OF AN ORDINANCE OF THE CITY OF GLENPOOL, OKLAHOMA, AMENDING THE GLENPOOL MUNICIPAL CODE TO ESTABLISH REQUIREMENTS FOR NOTICE, PERMITTING, AND BONDING PRIOR TO EXCAVATION WITHIN PUBLIC OR PRIVATE EASEMENTS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND EXCEPTIONS; AND DECLARING AN EFFECTIVE DATE.

Thanks,
Shayne

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GLENPOOL, OKLAHOMA, AMENDING THE GLENPOOL MUNICIPAL CODE TO ESTABLISH REQUIREMENTS FOR NOTICE, PERMITTING, AND BONDING PRIOR TO EXCAVATION WITHIN PUBLIC OR PRIVATE EASEMENTS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND EXCEPTIONS; AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA:

Section 1. Purpose and Intent.

The purpose of this Ordinance is to protect public infrastructure, utilities, and property, and to promote public health, safety, and welfare by requiring prior notification to the City of Glenpool and issuance of a permit before any excavation activity within public or private easements located in the City. This Ordinance establishes bonding requirements to ensure restoration and compliance, and provides enforcement mechanisms and penalties for violations.

Section 2. Definitions.

- A. "City" means the City of Glenpool, Oklahoma, including its departments, divisions, and authorized representatives.
- B. "Easement" means any recorded or unrecorded easement, right-of-way, or other property interest dedicated or reserved for public use or for the placement, operation, maintenance, or access to utilities, drainage, or public improvements.
- C. "Excavate" means any operation in which earth, rock, pavement, or other material is moved by tools, equipment, or explosives.
- D. "Permit" means a written authorization issued by the City allowing excavation within an easement.
- E. "Permittee" means the person or entity to whom a permit is issued.
- F. "Person" means any individual or legal entity.
- G. "Emergency" means a sudden occurrence requiring immediate excavation to protect life, health, or property.

Section 3. Applicability.

This Ordinance applies to any Person who performs excavation within an Easement within the City.

Section 4. Notification and Permit Required.

A. No Person shall excavate within any Easement without first notifying the City and obtaining an Easement Excavation Permit.

B. Notification shall be made at least 72 hours prior to work and include application, site plan, schedule, 811 ticket, proof of insurance, and bond.

C. The City may impose reasonable permit conditions.

D. Permits are valid only for the period stated and may be extended.

E. Inspections must be coordinated with the City before backfill and final restoration.

Section 5. Bond and Insurance Requirements.

A. Applicant shall post a bond of at least \$10,000 or 100% of estimated restoration cost.

B. Bond may be surety, letter of credit, or cash.

C. Applicant must maintain general liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Section 6. Standards of Work and Restoration.

A. Work must comply with City standards.

B. Permittee must restore all disturbed areas to equal or better condition.

C. Permittee is responsible for all damages.

D. Restoration is warranted for one year.

Section 7. Emergencies.

A. Emergency excavation must be reported within 4 hours and permitted within one business day.

Section 8. Exemptions.

Includes City-directed work, routine maintenance under 6 inches, and minor landscaping.

Section 9. Enforcement; Penalties.

A. City may issue stop work orders.

B. Violations subject to penalties up to \$750/day.

C. Violations are municipal offenses.

D. City may recover costs and attorneys' fees.

E. Bond may be forfeited.

F. Permits may be suspended or revoked.

Section 10. Appeals.

Appeals may be made to the City Manager within 10 days.

Section 11. Coordination with 811 Requirements.

Compliance with Oklahoma One-Call is required.

Section 12. Severability.

Invalid provisions do not affect remainder of Ordinance.

Section 13. Effective Date.

Effective after passage and publication.

Oklahoma Cities – Excavation / Easement Permit Requirement Comparison

City	Permit Required for Excavation in Easement/ROW?	Bond Required?	Key Enforcement / Notes	Citations
Oklahoma City	Yes. Permit required for excavation in streets/right-of-way under Chapter 50 <i>Excavations, Curb Cuts, etc.</i>	Yes. Minimum \$5,000 surety bond required before excavation work.	Requires proper backfill, restoration, and inspections; indemnity provisions also apply.	[publicnow.com] , [landifyr.com]
Tulsa	Yes. Any work affecting an easement or ROW requires application + documentation through Engineering Services.	Effectively yes, via required application fees + review; bond requirement not explicitly shown in search results but process requires pre-approval before work.	Strict submittal requirements: recorded easements, plans, and fee payment before approval.	[casetext.com]
Norman	Yes. A permit is required for any construction in utility, drainage, or ROW easements.	Not specified in the search results, though construction standards and inspection procedures apply.	Norman's ordinance expressly includes public improvements in easements under permit scope.	[brokenarro...k.elaws.us]
Broken Arrow	Yes. Through its Earth Change Permit , Site Plan, and Utility Release processes, excavation affecting easements is regulated.	Not explicitly stated, but multiple permit types (Earth Change, Utility Release) imply conditions may include surety	Several permit types govern construction affecting land, utilities, easements, and drainage.	

City	Permit Required for Excavation in Easement/ROW?	Bond Required?	Key Enforcement / Notes	Citations
		requirements depending on project type.		
Edmond	Yes. Excavation and construction in ROW/public areas governed under Title 14: Streets & Sidewalks and public utilities regulations.	Not specified in search results; but ROW work is regulated under city engineering criteria and may require bonding.	Regulates construction in public spaces, including utilities, streets, and stormwater— affecting easements.	[library.municode.com]

Summary of Findings

- **Every city** reviewed requires **some form of permit** before excavation or construction that affects public ROW or easements.
- **Oklahoma City** is the most explicit and detailed, including a **fixed bond requirement**.
- **Tulsa, Norman, Broken Arrow, and Edmond** regulate excavation/utility work through variant permitting systems, even if not all specify bond amounts in the publicly visible portions.
- **Norman** is the clearest after OKC in explicitly naming **utility and drainage easements** as needing a permit.

To: To the Honorable Mahor and Council

From: Beth Miller, Grants and Special Projects , Jesse Hale, Director of Public Works

Meeting Date: January 20, 2026

Department/Office: Grants & Special Projects

Item Name: Oklahoma Tourism & Recreation - Recreational Trails Program Grant Application 2026

Summary:

Staff is requesting Council approval to apply for the Oklahoma Tourism & Recreation – Recreational Trails Program Grant. The proposed project is the implementation of concrete and chipped trails, trailside/trailhead facilities, trail bridges, and a parking lot for the Morris Park Frisbee and Nature Trails Park. The project is estimated at \$564,188.83. The total request under the grant would be for \$300,000 with a city match of \$264,188.83.

This grant is a reimbursement grant (maximum \$300,000) with a minimum 20% match from the city. Applications are due January 31st, 2026. Grant awards will be determined in June of 2026 with projects to be completed within two years.

Recommended Action:

Staff recommends the Council approve pursuing these grant funds and allow staff to submit an application.

Budget:

General Funds - fund balance

Attachments:

1. 2026 RTP Certification and Approval
2. Build America, Buy America Form
3. 2026_RTP-Application
4. cost estimate
5. maps and pictures

PROJECT SPONSOR CERTIFICATION

As the official designated to represent the Project Sponsor, I am requesting assistance from the Oklahoma Recreational Trails Program. I agree to the following:

1. The Project Sponsor has the ability and intent to finance its share of the project costs, including long-term management and maintenance.
2. Actual project development will be started within one year of the effective date of the Project Agreement and completed within two years from the effective date.
3. Any changes made to the project must be submitted in writing for approval.
4. If this project is approved, archeological and historic clearances will be obtained from the Oklahoma Archeological Survey and the Oklahoma State Historical Preservation Office. Also, any properties listed in or eligible for the National Register of Historic Places shall be identified.
5. All information provided in the project application is true and accurate, to the best of my knowledge.
6. All project sponsors, contractors, and sub-contractors must be resgistered with SAM.Gov
7. Project sponsor agrees to abide by Build America, Buy America Requirements. (See information below)

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

NOTE: If the landowner is different from the land manager or project sponsor, signed documentation of the owner's willingness to allow the trail must be included with this application.

LAND MANAGER APPROVAL
(USFS DISTRICT RANGER, COUNTY OR CITY ADMINISTRATOR, ETC.)

As the official responsible for the management of the land on which the project will be accomplished, I agree to the following:

1. The project or facility will remain accessible for public use for not less than 25 years.
2. The project, as described in this application, has my approval.
3. If any portion of this project is located in a flood hazard area, any walled or roofed structure shall be covered with flood insurance.
4. All federal contract compliance requirements shall be met.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

AUTHORIZED SIGNATURE

DATE

NOTE: If the landowner is different from the land manager or project sponsor, signed documentation of the owner's willingness to allow the trail must be included with this application.

Build America, Buy America

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference:

[DOI Buy America](#)

Additional information can be found at the White House Made in America Office website:

[Build America, Buy America Factsheet and FAQs for Award Recipients \(whitehouse.gov\)](#)

Authorized Signature

Date

Name / Title

RECREATIONAL TRAILS PROGRAM GRANT APPLICATION 2026



Oklahoma Tourism and Recreation Department
Federal Grants Section 123 Robert S. Kerr Suite 900
Oklahoma City, Oklahoma 73102

RTP Project Application

Project Sponsors, please read all instructions thoroughly.

Incomplete applications will not be considered for RTP funding.

Please complete the application without changing the order or format of the questions. Use the answer boxes provided in the application. The default color of your answers will be red. Please do not change this function, as it helps individuals reviewing the projects to differentiate between questions and answers.

Answer all questions as completely and clearly as possible. The review members may include individuals unfamiliar with the location of your project.

If this is an equipment grant ONLY, please download and complete the separate equipment grant application from the OTRD.TravelOK RTP Grants page. If this is a combination grant that includes equipment purchases, please complete both the Equipment Grant Application and this application.

Project Sponsor Information

Project Sponsor: **City of Glenpool**

Federal ID Number: **23-7196935**

Primary Contact: **Elizabeth Miller**

Contact Title: **Grants – Special Projects**

Phone Number: **918-209-4646**

Email Address: **emiller@cityofglenpool.com**

Secondary Contact: **Jesse Hale**

Contact Title: **Public Works Director**

Phone Number: **918-807-8851**

Email Address: **jhale@cityofglenpool.com**

Sponsor Mailing Address: **12205 S Yukon Avenue,**

City: **Glenpool**

Zip Code: **74033**

County: **Tulsa**

Congressional District: **01**

Legislative District: **House District 24, Senate District 25**

Project/Site Information

Project Title:

☐ Motorized ☒ Non-motorized

Trail Use: (select all that apply)

- ☐ 4 Wheel Drive
☐ ATV
☒ Bicycle/Rollerblade/Skateboard
☐ Equestrian
☐ Motorcycle
☒ Mountain Bike
☒ Pedestrian/Hiking
☒ Other (please describe): **Wheelchair**

Describe the project type, check all boxes that apply:

- ☒ Restoration/Upgrade/Relocation of existing trail
☒ Development of trailside amenities and/or facilities
☒ New trail construction
☐ Land Acquisition
☐ Equipment Grant

Important! If this is an equipment grant only, please download and complete the separate equipment grant application from the OTRD.TravelOK RTP Grants page. If this is a combination grant that includes equipment purchases, please complete both the Equipment Grant Application and this application.

First or second application submission for this project?

☐ First ☒ Second

Please provide a brief description of the specific scope of work to be completed with the federal funds from this grant. Include trail length, width, and surfacing materials:

Construct 0.7 miles of multi-use trail, 8–10 feet wide, surfaced with concrete for durability and accessibility. Work includes grading, paving, and installation of interpretive signage on local ecology and conservation. The design incorporates erosion control measures and native vegetation to protect Coal Creek’s habitat, creating a safe, inclusive trail that doubles as an outdoor classroom for schools and community programs.

Beginning of trail (trailhead) coordinates: **35°59'09.4"N, 96°00'29.4"W** That location corresponds to the parking lot area off 121st Street near Casper Street

End of trail coordinates (if the trail is a loop, leave this blank): Click or tap here to enter text.

Financial Information

Please note, the Recreational Trails Program limits the amount granted for any individual project in one application period to a maximum grant amount set at the beginning of each funding cycle. This year, the maximum grant amount is \$300,000.00 (with a \$75,000.00 match) for a total project cost of \$375,000.00. An applicant should not submit multiple phases for the same park in the same funding cycle.

Project cost information must match the cost estimate to be provided by the project sponsor.

RTP Federal Funds Requested: **\$300,000.00**

Sponsor Matching Funds: **\$264,188.83**

Total Estimated Project Cost: **\$564,188.83**

Does the Project Sponsor currently have 20% match readily available?

☒ Yes ☐ No

Project Narrative

Answers to project questions will default to red text. Please do not modify these settings.

Project Scope

Describe the purpose of the project.

The purpose of this project is to create a safe, inclusive, and sustainable recreational space within Morris Park West that promotes physical activity, community engagement, and environmental education. By developing multi-use trails integrated with the disc golf course, the project will provide residents and visitors with accessible opportunities for walking, biking, and nature exploration while preserving and showcasing the park's natural beauty.

Describe in detail the physical characteristics of the project. Include the following: Location, length, width, base/surface materials, existing and proposed features at the trailhead and along the trail, such as wetland viewing, overlooks, natural features, plants, and animals.

The project is located at Morris Park West near 121st Street and Casper Street (coordinates: 35°59'09.4"N, 96°00'29.4"W). It includes 0.7 miles of new multi-use trail, 8–10 feet wide, surfaced with concrete for durability and ADA accessibility. Existing features include Coal Creek, native oak and hickory trees, and wildlife such as deer, squirrels, and birds. Proposed enhancements include:

- Interpretive signage on local ecology and conservation.**
- Educational overlooks and viewing platforms.**
- Rest areas with benches and shade.**
- Erosion control measures and native vegetation restoration to protect Coal Creek habitat. The trail will connect to the City of Jenks trail system and the adjoining Morris Park baseball park, creating a regional network of recreational opportunities.**

Project Justification

Describe the degree to which the project provides for the greatest number of compatible trail uses and/or innovative trail corridor sharing (to accommodate motorized and non-motorized use) based on modes of travel. Modes of travel include pedestrian (Use of wheelchairs constitutes pedestrian use), bicycle (includes roller blades, skateboards), equestrian, motorcycle, ATV, and 4-wheel drive. Please note, if a paved trail will accommodate more than one use, it should be at least 8 feet wide.

The trail will accommodate multiple non-motorized uses, including pedestrians (wheelchairs included), bicycles, roller blades, and skateboards. It will be 8–10 feet wide and surfaced with concrete, meeting RTP standards for shared use. While the project does not include motorized uses, its design promotes innovative corridor sharing by integrating walking and biking paths with a disc golf course and educational features, creating a multi-purpose recreational space that serves diverse user groups safely and inclusively.

Describe how the project provides accessible trail opportunities:

The trail will be fully ADA-compliant, with a paved surface and width of 8–10 feet to accommodate wheelchairs and mobility devices. Rest areas with benches and shaded spots including those with disabilities will be included for seniors and individuals with limited mobility. Clear signage and wayfinding will ensure ease of navigation. These features create an inclusive environment, providing safe and accessible recreational opportunities for all community members, and the economically disadvantaged.

Describe the degree to which the project ties into other trails; natural, cultural, scenic, historic, or recreation areas; streams, lakes, or ponds; schools, neighborhoods, or other communities.

The trail will connect to multiple natural and recreational features within Morris Park West, including Coal Creek, native woodlands, and wildlife habitats. It will link directly to the Morris Park baseball complex and is planned to tie into the City of Jenks trail system, creating regional connectivity. The project enhances scenic and educational opportunities through interpretive signage and overlooks, and it will serve nearby neighborhoods and schools as an outdoor classroom and recreation space.

Describe the degree to which the project will create opportunities for new partnerships between trail users, private interests, and public agencies.

The project will create partnerships between the City of Glenpool, local disc golf clubs,

environmental organizations, and businesses. Cooperative efforts include volunteer maintenance programs, educational events, and sponsorship of trail amenities. The Blue Thumb Program will assist with water quality education and signage design. These collaborations strengthen community engagement and ensure long-term sustainability of the trail system.

Describe any cooperative efforts.

The City of Glenpool will collaborate with local disc golf clubs, environmental organizations, and community volunteers for trail development and maintenance. The Blue Thumb Program will assist with educational signage and water quality outreach. Businesses may sponsor amenities, and schools will use the trail for outdoor learning, creating a strong network of public-private partnerships to support the project's success and sustainability.

Describe and document any agreements (i.e. lease) between the Sponsor's project and property owned by another jurisdiction. Provide copies of lease agreements as a supplemental attachment.

Agreements with Other Jurisdictions:

The City of Glenpool has an informal agreement with the City of Jenks to connect the Morris Park trail system to the Jenks trail network, enhancing regional connectivity and recreational opportunities.

Matching Funds from Private Sector and Non-Profits:

The required 20% match will be provided through the City of Glenpool Public Works General Account. Additional in-kind contributions, such as volunteer labor and donated materials, will be supported by local disc golf clubs and community organizations.

Describe the percentage of the Sponsor's matching funds that will come from the private sector, non-profit, state grant, or an individual as land donation and/or cash donation. **Project sponsors must provide proof of donations or state grants in the form of a signed grant agreement, signed letter of commitment, or other documentation to the financial information folder as a supplemental attachment.**

100% of the required 20% match will come from the City of Glenpool Public Works General Account. At this time, no private sector, non-profit, or individual land/cash donations are included in the match. However, additional in-kind contributions such as volunteer labor and donated materials will supplement the project and be documented separately.

Describe how the project is supported by local or regional plans and has public/community support and involvement. Provide documentation to support your answers as a supplemental attachment (relevant sections of plans, public meeting rosters, meeting minutes, citizen surveys, etc.).

The project is identified as a priority in the Glenpool 2030 Comprehensive Plan, which emphasizes expanding recreational opportunities and trail connectivity. It has strong community support, demonstrated by letters from residents, schools, and organizations such as Tulsa Disc Sports Association and Blue Thumb. Public input through meetings and surveys confirmed demand for accessible trails and outdoor education spaces, ensuring alignment with local and regional goals.

Is the project an identified priority in a local/regional trail or outdoor recreation plan or the Oklahoma SCORP?

☒ Yes ☐ No

Describe the degree to which the project will provide educational and/or interpretational benefits of natural resources, cultural resources, and/or trail safety and etiquette.

The trail will provide significant educational and interpretive benefits. Interpretive signage and displays will highlight local ecology, Coal Creek's role in water quality, and conservation practices. Safety and trail etiquette information will be included at trailheads and along the route. The trail will serve as an outdoor classroom for schools and community programs, offering hands-on learning about natural resources and environmental stewardship.

Does the project contain environmental or cultural qualities that will be enhanced or protected, or solve a site problem?

Yes. The project will protect Coal Creek's riparian habitat, restore native vegetation, and include erosion control measures to prevent soil loss and water quality degradation.

Does the project include proper trailhead signs, educational signs and/or interpretive displays?

Yes. Trailhead signage, wayfinding markers, and interpretive panels will be installed to provide information on local ecology, conservation practices, and trail safety.

Is safety and trail etiquette information included in the project?

Yes. Safety guidelines and trail etiquette signage will be placed at trailheads and along the route to promote responsible use and shared access.

When completed, will the trail facility be used as an outdoor education facility by a school or community education program? If so, describe.

Yes. The trail will serve as an outdoor classroom for Glenpool schools and community programs, offering hands-on learning about ecology, water quality, and conservation through guided tours and educational signage.

Describe the degree of commitment to continue operation and maintenance of the

project after the project is complete. A written commitment from the land manager (letter, resolution of intent, etc.), maintenance plan, budget, and any private resources should be included as a supplemental attachment.

The City of Glenpool has a formal five-year maintenance plan integrated into its park maintenance program. This includes routine inspections, vegetation management, signage upkeep, and erosion control. Funding for maintenance is allocated in the city budget, and additional support will come from volunteer programs and partnerships with local organizations, ensuring long-term sustainability.

Describe the degree to which the project will improve the geographic distribution of recreational trail facilities in the State of Oklahoma and/or the availability of recreational trail facilities in a particular region and/or provide for or improve a particular trail use, which has demonstrated a demand (i.e. ORV use).

This project significantly improves recreational trail access in Glenpool, which currently lacks multi-use trails. It introduces a new facility that meets demonstrated community demand for walking, biking, and nature-based recreation, reducing the need for residents to travel outside the city for these opportunities.

Is this the first recreational trail facility in the project's service area (region or community that the project will serve)?

Yes. This will be the first multi-use recreational trail in Glenpool

Is this a new type of recreational trail facility in the project's service area?

Has the project applicant demonstrated a need for this type of trail facility in the project's service area?

Yes. It combines paved multi-use trails with a disc golf course and educational features, creating a unique recreational experience.

Will the project restore or upgrade existing trails damaged by usage (including erosion control and mitigation projects)?

No. This project focuses on new trail construction rather than restoration.

Does the project include development of trail-side and trailhead facilities (benches, lights, signs, parking, etc.)?

Yes. The project includes benches, shaded rest areas, interpretive signage, and parking improvements.

Does the project include new trail construction?

Yes. It will construct 0.7 miles of new multi-use trail.

Will the project include land acquisition?

No. The project will utilize existing public land owned by the City of Glenpool.

Have you applied for funds through this program previously? If so, did you receive funds? **NO**

Click or tap here to enter text.

If you have received funds, describe the project.

N/A

Has the project been completed? If so, when was it completed?

N/A

Environmental Assessment

This Environmental Survey provides an initial screening to comply with the

National Environmental Policy Act (NEPA) and must be included with application documents.

Land Use/Ownership

Briefly describe the land use in the project area and specify ownership.

The project area is currently public parkland within Morris Park West, used for passive recreation and green space. The land is owned by the City of Glenpool, and no private property is involved.

Briefly describe the status of mineral rights.

Mineral rights remain with the City of Glenpool. There are no active leases or extraction activities in the project area.

Is the project consistent with development plans for the area?

Yes, the project is consistent with local development plans. It aligns with goals to expand recreational opportunities, improve connectivity, and enhance environmental education.

Provide the name and date of the plan.

Glenpool 2030 Comprehensive Plan (adopted 2021).

Socioeconomics

Will the proposed project adversely impact any of the following? Please provide a yes/no answer for each. If yes, please explain.

Health/Education facilities: **No**

Emergency service providers: **No**

Public utilities: **No**

Residential areas: **No**

Local tax base: **No**

Economic activity: **No**

Natural Resources

Are any of the following sensitive resources present in the project area? Please provide a yes/no answer for each. If yes, please describe.

Moderately to highly erodible soils:

Surface water resources (lakes, ponds): **No**

Aquifer recharge zones: **No**

Springs: **No**

Streams, rivers:

Flood plains:

Wetlands: **No**

Moderate to dense woody cover:

Bottomland hardwoods:

Native grasslands: **No**

Threatened or endangered plants or animals: **No**

Unique or rare natural communities: **No**

Wildlife habitat:

Invasive plant or animal species: **No**

Historic and Archeological Resources

Historic/archeological clearance must be obtained before federal funds can be awarded.

Are you aware of any historic buildings, ruins, or structures within sight of the trail?

None

Are you aware of any archeological resources within 30 feet of the trail?

None

Are you aware of any cultural resources?

None

Hazardous Wastes

Is there any potential involvement with hazardous waste or historic contamination (even if remediated)? ☒ No. If so, explain: Click or tap here to enter text.

Noise

Is there potential for the project to have a noise impact on the surrounding land uses? ☒ No. If so, explain: Click or tap here to enter text.

Are there sources of noise pollution on the surrounding land uses? ☒ No. If so, explain: Click or tap here to enter text.

ENVIRONMENTAL SCREENING FOR NEPA

Mark boxes with an **X**

A. ENVIRONMENTAL RESOURCES Indicate potential for adverse impacts. Use a separate sheet to clarify responses.	Not Applicable - Resource does not exist	No/Negligible Impacts - Exists but no or negligible impacts	Minor Impacts	Impacts Exceed Minor EA/EIS required	More Data Needed to Determine Degree of Impact EA/EIS required
1. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.		X			
2. Air quality		X			
3. Sound (noise impacts)		X			
4. Water quality/quantity		X			
5. Stream flow characteristics		X			
6. Marine/estuarine		X			
7. Floodplains/wetlands		X			
8. Land use/ownership patterns; property values; community livability		X			
9. Circulation, transportation		X			
10. Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing		X			
11. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.		X			
12. Unique or important wildlife/ wildlife habitat		X			
13. Unique or important fish/habitat		X			
14. Introduce or promote invasive species (plant or animal)	X				
15. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.		X			
16. Accessibility for populations with disabilities		X			
17. Overall aesthetics, special characteristics/ features		X			
18. Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. Attach SHPO/THPO determination.	X				
19. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	X				
20. Minority and low-income populations		X			
21. Energy resources (geothermal, fossil fuels, etc.)	X				
22. Other agency or tribal land use plans or policies	X				
23. Land/structures with history of contamination/hazardous materials even if remediated	X				
24. Other important environmental resources to address.	X				

B. Mandatory Criteria <i>If your RTP proposal is approved, would it...</i>	Yes	No	To Be Determined
1. Have significant impacts on public health or safety?		X	
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O. 11988); and other ecologically significant or critical areas.		X	
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?		X	
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?		X	
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?		X	
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?		X	
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office. (Attach SHPO/THPO Comments)		X	
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		X	
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?		X	
10. Have a disproportionately high and adverse effect on low income or minority populations		X	
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites		X	
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of		X	

Environmental Reviewers
The following individual(s) provided input in the completion of the environmental screening form. List all reviewers including name, title, agency, and field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit.
1. Jesse Hale – Public Works Director 2. Click or tap here to enter text. 3. Click or tap here to enter text. The following individuals conducted a site inspection to verify field conditions. <i>List name of inspector(s), title, agency, and date(s) of inspection.</i> 1. Jesse Hale 2. Click or tap here to enter text. 3. Click or tap here to enter text.

RTP Project Timeline Template

Proposed Start Date and Completion Time for Major Milestones

Project Phase	Start Date	Time to Complete (In Weeks)
Design and Engineering	March 2, 2026	12 weeks (3 months)
Secure Permits	June 1, 2026	8 weeks (2 months)
Award Bids	August 1, 2026	6 weeks
Site Work	September 15, 2026	4 weeks
Purchasing	October 15, 2026	4 weeks
Construction	November 15, 2026	24 weeks (6 months)
Install Amenities	May 15, 2027	8 weeks
Punch List Items	July 15, 2027	4 weeks
Grant Closeout Documents	August 15, 2027	8 weeks

Supplemental Attachments

Please download and sign, either digitally or in black ink, the supplemental forms document from the OTRD Grants Page at the following link:

<https://otrd.travelok.com/recreational-trails-program/>

Please save the forms as one document and upload to the supplemental attachments folder in the link provided at the time of your application submission. This document will include the following:

- Land Manager Approval
- Project Sponsor Certification

In addition to the provided forms, please upload the following supporting documents to the corresponding folders in the link provided at the time of application submission:

Financial Information Folder

- Five-year Maintenance Plan and Budget
- Cost Estimate
 - Please download and complete the cost estimate template from the OTRD Grants Page under the RTP tab. This cost estimate should include sufficient detail to ensure all costs are allocatable, reasonable, and allowable. Please provide units of measure and unit costs per line item when available. An example cost estimate can be found on the RTP Application Guide.
- Documentation of Public Funding Sources
 - This should include signed grant agreements, signed letters of donation commitment, etc.
- Documentation of 20% matching funds
 - Provide documentation that the minimum required 20% local match for the project is available by including a resolution or letter of commitment.
- **Buy America Certification:** Include a written certification from the equipment manufacturer stating that the product meets "Buy America" standards. **Please see the information below regarding the de minimis waiver.**
- https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants?blm_aid=464998611 applies only to awards that are obligated or subawards that are made on or after the effective date of the waiver, August 16, 2023. The waiver applies to subawards only if the subawards are made by a pass-through entity

for a specific project. Administered financial assistance programs for iron, steel, manufactured products and construction materials under a single financial assistance for which: The total value of the non-compliant products is more no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or The total amount of the Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. If the total amount of the Federal financial assistance award is below \$500,000, the Buy America requirements for iron, steel, manufactured products, and construction materials are waived. If the total amount of the project exceeds \$500,000, the allowable threshold for noncompliant products is the lesser of \$1,000,000 or 5% of the total applicable project costs. However, if the noncompliant products include iron, steel, or manufactured products, the FHWA's threshold amount of 0.1% of the total contract amount or \$2,500 applies. Questions and Answers regarding this waiver are available at:

https://www.fhwa.dot.gov/construction/contracts/buyam_qa_deminimis.cfm

-

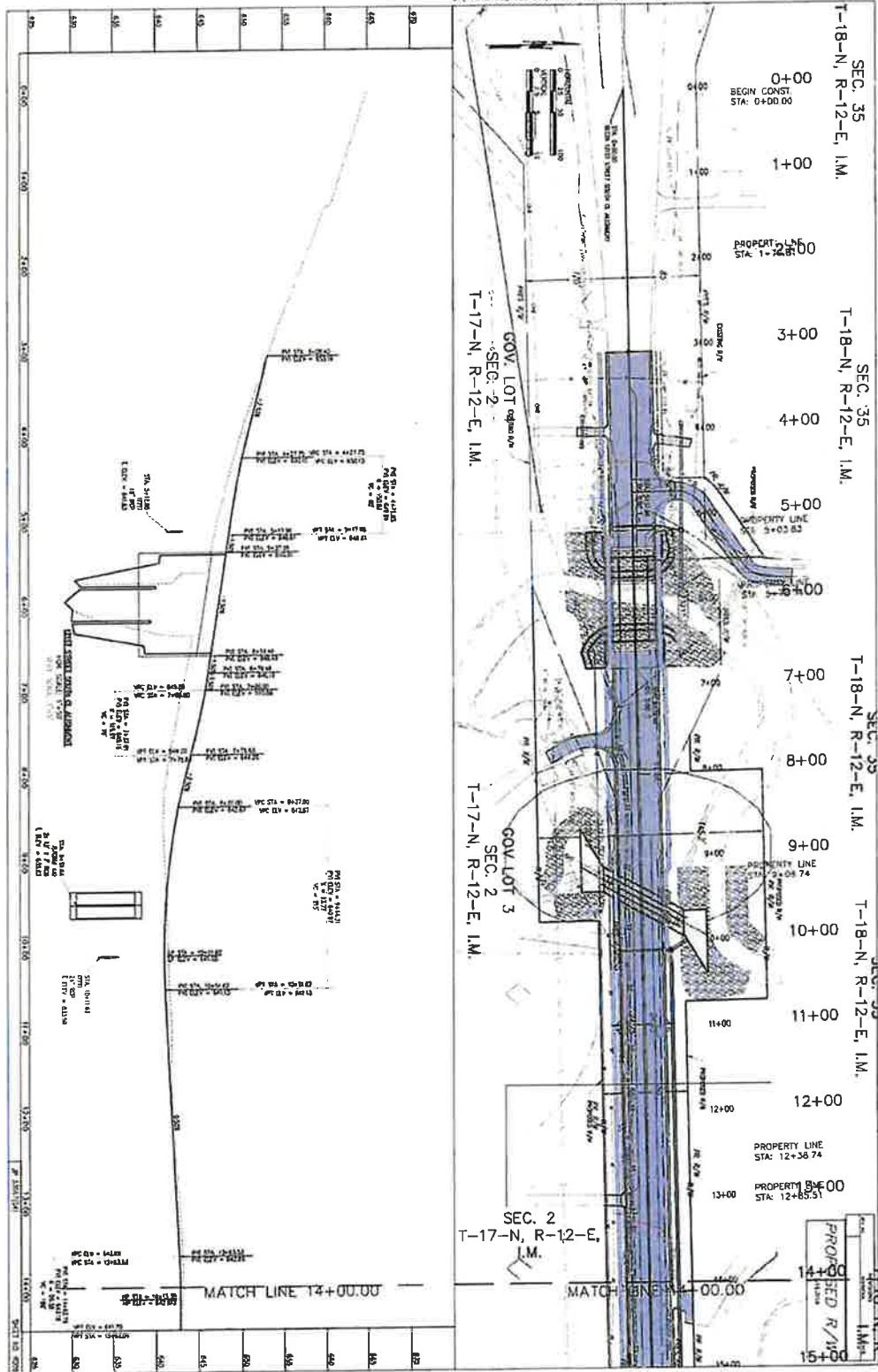
Public Involvement Folder

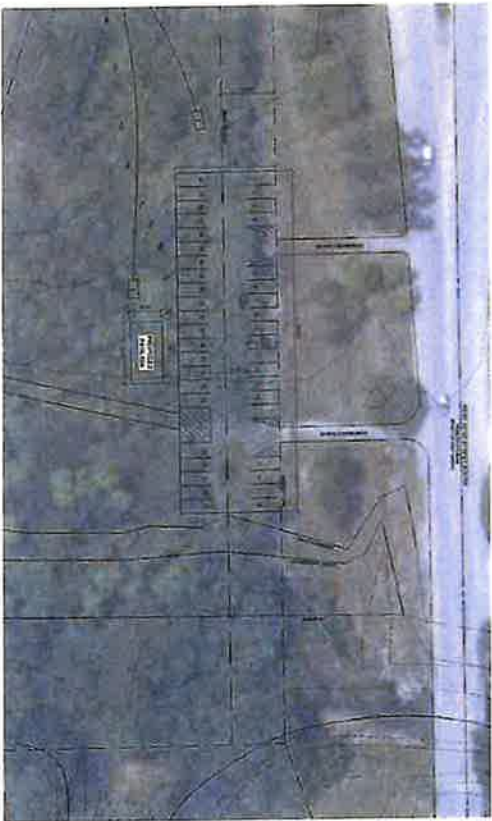
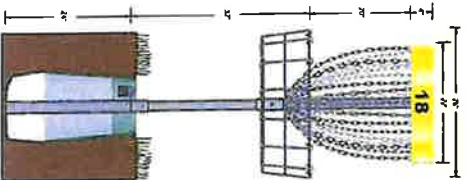
- Letters of public support, community engagement, or other proof of public participation.

Property Information/Maps Folder

- Project Location Map
 - Provide an aerial map showing the geographic location of the proposed project. Please include street names or relevant landmarks to ensure anyone reviewing your project can easily locate the location on Google Maps.
- Sight Map/Development Plan
 - Provide an aerial site map, showing boundaries of the project area. Include locations of all existing and proposed facilities. This map must be to scale, include a North arrow, and be dated and signed by the sponsor. Please ensure landmarks and street names are legible. We must be able to determine the exact location of the project.
- Floor Plans (if applicable)

Parking Lot (Including ROW Entrance):			
Grading:			
	Area:	Per:	Total:
Clearing & Grubbing	1 ACRES	\$5,301.00	\$5,301.00
Site grading	750 CY	\$22.00	\$16,500.00
Stabilized Construction Entrance	1 EACH	\$5,000.00	\$5,000.00
Silt Fence	330 LF	\$5.00	\$1,650.00
Total for Grading:			\$28,451.00
Demo:			
	Area:	Per:	Total:
27" Culvert Under Driveway	30 LF	\$50.00	\$1,500.00
Asphalt Driveway	429 SF	\$25.00	\$10,725.00
Total for Demo:			\$12,225.00
Paving:			
	Area:	Per:	Total:
Fine Grading for Paving	2,777 SY	\$2.50	\$6,942.50
Stabilized Subgrade	2,777 SY	\$15.00	\$41,655.00
ODOT Type "A" Asphaltic Concrete Paving, 4.5" thick	2,146 SY	\$29.60	\$63,521.60
Total for Paving:			\$112,119.10
Storm Sewer:			
	Area:	Per:	Total:
Excavation	7 CY	\$12.59	\$88.13
ODOT PCES-5-1 END SECTIONS	2 EA	\$4,000.00	\$8,000.00
28" Corrugated HDPE	50 LF	\$40.00	\$2,000.00
Total for Storm Sewer:			\$10,088.13
Pavillion:			
Pavillion:			
	Area:	Per:	Total:
6" foundation 40'x60'	2,400 SF	\$8.00	\$19,200.00
Structure (Varies)	1 EA		\$60,000.00
Total for Pavillion:			\$79,200.00
Trail Construction:			
Trail:			
	Area:	Per:	Total:
Clearing and Grubbing	1 ACRE	\$5,301.00	\$5,301.00
Site grading	1,613 CY	\$22.00	\$35,486.00
Stabilized Subgrade	5,381 SY	\$9.00	\$48,429.00
ODOT Type "A" Asphaltic Concrete Paving, 4.5" thick	5,381 SY	\$29.60	\$159,277.60
Concrete Curb	7,264 LF	8	\$58,112.00
Signage	31 EA	500	\$15,500.00
Total for Trail:			\$322,105.60
Total for Parking Lot, Pavillion and Trail			\$564,188.83





2 DISC GOLF TARGET

1 DETAILED SITE PLAN



3. ECONOMIC IMPACT

Item	Quantity	Unit	Price	Total
1. Labor	100	Hour	\$15.00	\$1,500.00
2. Materials	100	Yard	\$10.00	\$1,000.00
3. Equipment	100	Hour	\$20.00	\$2,000.00
4. Transportation	100	Hour	\$10.00	\$1,000.00
5. Insurance	100	Hour	\$5.00	\$500.00
6. Safety	100	Hour	\$5.00	\$500.00
7. Permits	100	Hour	\$5.00	\$500.00
8. Other	100	Hour	\$5.00	\$500.00
Total				\$8,000.00

Hole #	Tree Removal - Underbrush (acres)	Tree Removal >5.5" Diameter:	Landscaping:
1	0.2	<10	Steps/Bridges**
2	0.20	<5	50 Steps
3	0.25	<10	25 Steps / 15' Bridge across ditch
4	0.15	4	30' Bridge over flowline
5	-	-	30' Boardwalk
6	0.15	<5	
7	0.35	<5	
8	0.10	<5	
9	0.10	3	
10	0.10	5	
11	0.15	4	
12	0.25	4	
13	0.15	4	
14	0.20	4	
15	0.25	<10	10' Bridge over dry creek
16	0.30	<10	
17	0.30	<5	
18	3.1	75-95	Raised Basket with retaining wall
Total:			

* P50 power point to be used as steps. Stairway to be 3' wide/12" deep/7" risers. Coordinate with Mike Woodward.
 ** Bridges to be 2 power poles parallel with 2x6's screwed to top.

2. HOLE BREAKDOWN

Form Boards:				Tree Pad Construction:				Construction Stakes:			
6x12" Tree Pad	27			2.5" Hex (166 Pack)	6			12" stakes (12 pack)	22		
4x4x12' forms	81			16 screws per tree	578			8 stakes per form	264		
Cost/Unit	20			Cost/Unit	5	10.85		Cost/Unit	5	7.60	
Total	\$ 1,620.00			Total	\$ 65.16			Total	\$ 167.20		
Concrete:				Aggregate:				Rubber:			
Tree Pads	27			Tree Pads	27			11" (4185 (6)	33		
Cost per pad	1			Cost per pad	0.5			Total LF Tree Pad	74		
Cost/Unit	295			Cost/Unit	35			Cost/Unit	5	7.00	
Total	\$ 7,965.00			Total	\$ 472.50			Total	\$ 854.70		
Tree Signs:				Bridges:				Bridges:			
Tree Signs	36			Remove Overlander Prio	27			Bridges (2x6 platform)	450LF		
2" O.D. Galvanized Fence Post	5	25.15		Concrete (Quikrete)	5	7.35		Cost/Unit	\$1,000/LF		
1 1/4" Angle Iron Frame (12"x20")	5	31.72		Total	5	458.41		2.5" Hex (166 Pack)	10		
Aluminum Plate	5	10.00						6 screws per board	900		
Vinyl Sticker Sign	5	13.90						Cost/Unit	5	10.85	
Concrete (Quikrete)	5	7.25						Total	\$ 558.60		
Total	\$ 3,168.72										

1. COST ANALYSIS

Price Breakdown	
Tree Pad Total	\$ 12,572.82
Tree Pad Total	\$ 11,148.56
Signage Total	\$ 3,168.72
Bridges Total	\$ 558.60
Steps Total	\$ 157.50
Construction/Design (10%)	\$ 2,760.22
Total	\$ 30,362.42

To: Honorable Mayor and Council

From: Beth Miller, Grants and Special Projects

Meeting Date: January 20, 2026

Department/Office: Grants & Special Projects

Item Name: FY26 TAP Grant – 146th Street Sidewalks (Priority #1)

Summary:

The City of Glenpool seeks approval to apply for funding through the Oklahoma Department of Transportation's Transportation Alternatives Program (TAP) for FY2026 to construct approximately 0.5 miles of ADA-compliant sidewalks along 146th Street from Elwood Avenue to Fern Street - as priority #1. This project will provide a safe and continuous pedestrian route to Glenpool Schools, addressing significant safety and connectivity concerns in a high-traffic school corridor. The proposed improvements align with TAP goals by promoting active transportation, reducing pedestrian-vehicle conflicts, and enhancing accessibility for all users. The estimated project cost is \$1,200,000.00 with a federal award request of \$960,000.00 and a local match of \$240,000.00, which, if awarded, would need to be funded from the City's Reserve Fund. The project is shovel-ready, with design completed and no known obstacles, and supports Glenpool's long-term vision for a walkable, connected community.

Recommended Action:

Staff recommends that the City Council approve the submission of a grant application to the Oklahoma Department of Transportation (ODOT) under the Transportation Alternatives Program for FY2026 for the 146th Street Sidewalk Project (Elwood to Fern), and authorize the Mayor to sign Resolution No. 2026001 in support of the application.

Budget:

General Funds - fund balance

Attachments:

1. Glenpool_TAP_Resolution_146th_Street (2)
2. TA Call For Projects Form 146th
3. Completed 2024 Site Review Form 146th
4. 146th Street Sidewalk Project (1)

RESOLUTION #2026001

City of Glenpool

Resolution of Project Sponsorship for a Transportation Alternatives Program Application and Maintenance Commitment

WHEREAS, the City of Glenpool is eligible to apply for federal Transportation Alternatives Program (TAP) funds under the Infrastructure Investment and Jobs Act (IIJA) for the purpose of constructing transportation alternatives projects; and

WHEREAS, the City of Glenpool desires to submit an application to the Oklahoma Department of Transportation (ODOT) for TAP funding for the 146th Street Sidewalk Project from Elwood to Fern – 0.5 miles, which will enhance pedestrian safety and connectivity; and

WHEREAS, the City of Glenpool understands that the federal TAP award will require a local match of not less than 20% of the total project cost, and that only non-federal funds may be used for the local match; and

WHEREAS, the City of Glenpool agrees to provide the required local match and any additional funds necessary to complete the project as proposed in the application; and

WHEREAS, the City of Glenpool agrees to secure title or permanent easements for all property necessary for the project prior to project letting; and

WHEREAS, the City of Glenpool agrees to maintain the completed project for its useful life at no cost to ODOT or the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA:

1. The City of Glenpool hereby authorizes the submission of an application to ODOT for TAP funding for the 146th Street Sidewalk Project.
2. The City of Glenpool agrees to provide the required local match and any additional funds necessary to complete the project.
3. The City of Glenpool agrees to maintain the completed project for its useful life.

ADOPTED AND APPROVED this ____ day of _____, 2026.

Estimated Federal Award Amount: \$960,000.00

Local Match Commitment: \$240,000.00

Total Project Amount: \$1,200,000.00

Mayor Joyce G. Calvert

Attest:

Lesli Smith, City Clerk



OKLAHOMA Transportation

Your 2024 TA Call for Project Form has been received. A copy is included below for your records.

FFY2026 TA Call For Projects Form

Primary Sponsor The City of Glenpool

Sponsor Category Local government

Contact Person Elizabeth Miller

Sponsor Address 12205 S Yukon Ave. Glenpool, OK 74033

Sponsor Phone No. +1 (918) 209-4646

Sponsor E-mail emiller@cityofglenpool.com

Project Description This project will construct approximately 0.5 miles of ADA-compliant sidewalks along 146th Street from Elwood Avenue to Fern Street, creating a safe and continuous pedestrian route to Glenpool Schools. The corridor currently lacks adequate infrastructure, posing safety risks for students, families, and residents who walk or bike. The project is shovel-ready, having completed the design phase, and aligns with Transportation Alternatives program goals by improving connectivity, promoting active transportation, and reducing reliance on vehicles. Upon completion, it will provide a safe route to school, enhance public safety, support healthy lifestyles, and offer equitable access for the Glenpool community.

Project Location - Street 146th Street from Elwood Avenue to Fern Street (Warrior Road)

Project Location - City, Town or Unincorporated Glenpool

Location - Other

Project Length 0.5 miles

Project Components Construction (to include 6% construction inspection cost)

Project Readiness - Design Yes

Project Readiness - Known Obstacles None

Population Size Category 5,001 - 50,000

County Tulsa

Safety and Connectivity Concerns Yes. The 146th Street corridor currently lacks sidewalks, forcing students and pedestrians to walk along the roadway or in grassy areas, creating significant safety hazards—especially during school hours and inclement weather. Connectivity is also limited, as there is no continuous pedestrian route linking neighborhoods to the school. The proposed project addresses these concerns by constructing ADA-compliant sidewalks that provide a safe, dedicated route to school and connect residential areas with educational facilities. This improvement will reduce pedestrian-vehicle conflicts, enhance accessibility, and promote safer, more active transportation options for the community.

Safety School Zones, Buffered Sidewalk, Crosswalk Improvements, Signage

Community and Network Context Yes. The surrounding physical features have been considered in the design. The sidewalk alignment avoids impacts to existing buildings, utilities, and natural features, while maintaining safe clearance from traffic. Drainage and environmental factors were addressed during design to prevent disruption to nearby green spaces and ensure compliance with ADA and stormwater standards.

The project also reflects Glenpool's long-term vision for a connected, walkable community. It supports the city's transportation goals by improving pedestrian safety, reducing vehicle dependency, and creating a safe route to school. This investment aligns with community priorities for health, accessibility, and sustainable infrastructure, contributing to a more connected and livable future.

Enhances Existing Transportation System Yes. The proposed sidewalk project enhances the existing transportation network by adding a safe, ADA-compliant pedestrian facility along 146th Street, which currently lacks sidewalks. This improvement integrates with existing road infrastructure to create a complete street environment, providing a dedicated route for pedestrians and reducing conflicts with vehicular traffic. By connecting neighborhoods to the school, the project strengthens multimodal options, promotes active

transportation, and improves the overall utility and safety of the transportation system for the Glenpool community.

Benefits to Multiple Transportation Mode Users Yes. The proposed sidewalk will benefit a variety of transportation modes. It provides a safe, ADA-compliant route for pedestrians, including those using wheelchairs or mobility devices, and creates space for walking and running. The improved connectivity also supports biking by reducing conflicts with vehicular traffic and offering a safer corridor adjacent to the roadway. By linking neighborhoods to the school, the project complements existing transit options and encourages multimodal travel, promoting active transportation and accessibility for all users.

Eligible TA Activities Sidewalks, Safe routes for non-drivers, Safe Routes to School eligible infrastructure

Transportation Plan Yes

New and Innovative Approaches While the project uses proven sidewalk design standards for safety and ADA compliance, its innovative aspect lies in the integration of a “Safe Routes to School” approach within a broader transportation network. By prioritizing pedestrian safety and connectivity in a high-traffic school corridor, the project applies best practices for multimodal planning and community health. Additionally, the design incorporates modern accessibility features and durable materials to ensure long-term performance and minimal maintenance, reflecting a forward-thinking approach to infrastructure investment.

Connectivity to Community Resources Yes. The proposed sidewalk will connect neighborhoods along 146th Street to key community destinations, most importantly the local school, providing a safe route for students and families. It also links to existing sidewalks and roadways that lead to parks, residential areas, and nearby commercial corridors, improving overall walkability. By creating a continuous pedestrian facility, the project enhances access to educational, recreational, and community resources, supporting Glenpool’s vision for a connected and accessible transportation network.

Enhancement of State's Travel and Tourism Efforts While the primary purpose of this project is to improve local pedestrian safety and connectivity, it also supports Oklahoma’s broader travel and tourism goals by enhancing the walkability and attractiveness of Glenpool’s community infrastructure. Safe, accessible sidewalks encourage outdoor activity and create a more inviting environment for visitors attending school events, exploring nearby parks, and accessing local businesses. By promoting active

transportation and improving the overall quality of public spaces, the project contributes to a positive experience for residents and visitors alike.

Enhancement of Local Economic Opportunities Yes. By improving pedestrian connectivity along 146th Street, the project supports local economic growth in several ways. Safer, more accessible sidewalks encourage foot traffic to nearby businesses and community destinations, increasing opportunities for local commerce. The project also enhances the attractiveness of the area for future development by providing modern infrastructure that aligns with Glenpool's vision for a walkable, connected community. Additionally, construction activities will generate short-term economic benefits through local labor and material sourcing.

Estimated Project TOTAL Cost 1200000

FEDERAL Funds Requested (80% Maximum) 960000

SPONSOR Match (20% Min) 240000

Partnerships The proposed project has fostered collaboration between the City of Glenpool, local schools, and community stakeholders to prioritize pedestrian safety and connectivity. Input from school officials and residents helped shape the project's design to ensure it meets the needs of students and families. Additionally, coordination with ODOT and regional transportation planners has strengthened the project's alignment with state and local goals. These partnerships demonstrate a shared commitment to creating safe routes to school and improving walkability for the entire community.

Maintenance Yes

Project Manager Tim Pehrson



2024 TA Call for Projects Site Review Form

Reviewer's Name: _____

Date of Site Review: _____

Sponsor Information

Primary Sponsor: The City of Glenpool

Secondary Sponsor:

Sponsor Category: Local government

Contact Person: Elizabeth Miller

Sponsor Address: 12205 S Yukon Ave. Glenpool, OK 74033

Sponsor Phone Number: +1 (918) 209-4646

Sponsor Email: emiller@cityofglenpool.com

Planning and Design

Project Description: This project will construct approximately 0.5 miles of ADA-compliant sidewalk

Project Location: Glenpool

Project Length: 0.5 miles

Project Components: Construction (to include 6% construction inspection cost)

Population Size: 5,001 - 50,000

Potential ADA Concerns: _____

Any visible or potential LUST sites: _____

Proposed railroad involvement:

Concerns regarding proposed railroad involvement: _____

Does the project impact a historic/potentially historic property or district? _____

Does the project impact a park, stream or wetlands? _____

R/W or Utility Concerns, i.e. donated property, excessive utility relocation: _____

Has a walkability or bikeability study been completed? If so, how walkable/bikeable is the proposed project? _____

Transportation Network

Project is located within a Disadvantaged Census Tract:

Identified Safety, connectivity or equity concerns:

List any additional Safety, connectivity or equity concerns: _____

What are the transportation linkages/pedestrian generators? _____

Connectivity to Community Resources:

Are there any small changes that could be made to the proposed project that would increase connectivity to community resources? _____

Community and Network Context:

Are there additional physical features or community goals that need to be taken into consideration for the proposed project to have the greatest community impact? _____

Cost/Benefit

Does the math work within the estimate? ☐ YES ☐ NO

If not, explain _____

Is the engineering amount sufficient for the project scope? ☐ YES ☐ NO

Does the estimate contain costs that appear inadequate? ☐ YES ☐ NO

Is at least 6% construction inspection included in the estimate? ☐ YES ☐ NO

Match Funding

Estimated Project TOTAL Cost: \$1,200,000.00

FEDERAL Funds Requested: \$960,000.00

SPONSOR Match: \$240,000.00

Are the percentages calculated to whole numbers? ☐ YES ☐ NO

Does the Sponsor match meet the minimum match aloud based on population size?

☐ YES ☐ NO

In-kind match is unallowable. Was there any mention of using in-kind match? ☐ YES ☐ NO

Supporting Documentation – Were the following included in the Call for Projects and of a quality that can be used for scoring

Location Map: ☐ YES ☐ NO

Detailed Cost Estimate: ☐ YES ☐ NO

Project Photographs: ☐ YES ☐ NO

Letters of Support: ☐ YES ☐ NO

Resolution from Governing Board or Council: ☐ YES ☐ NO

Additional Comments

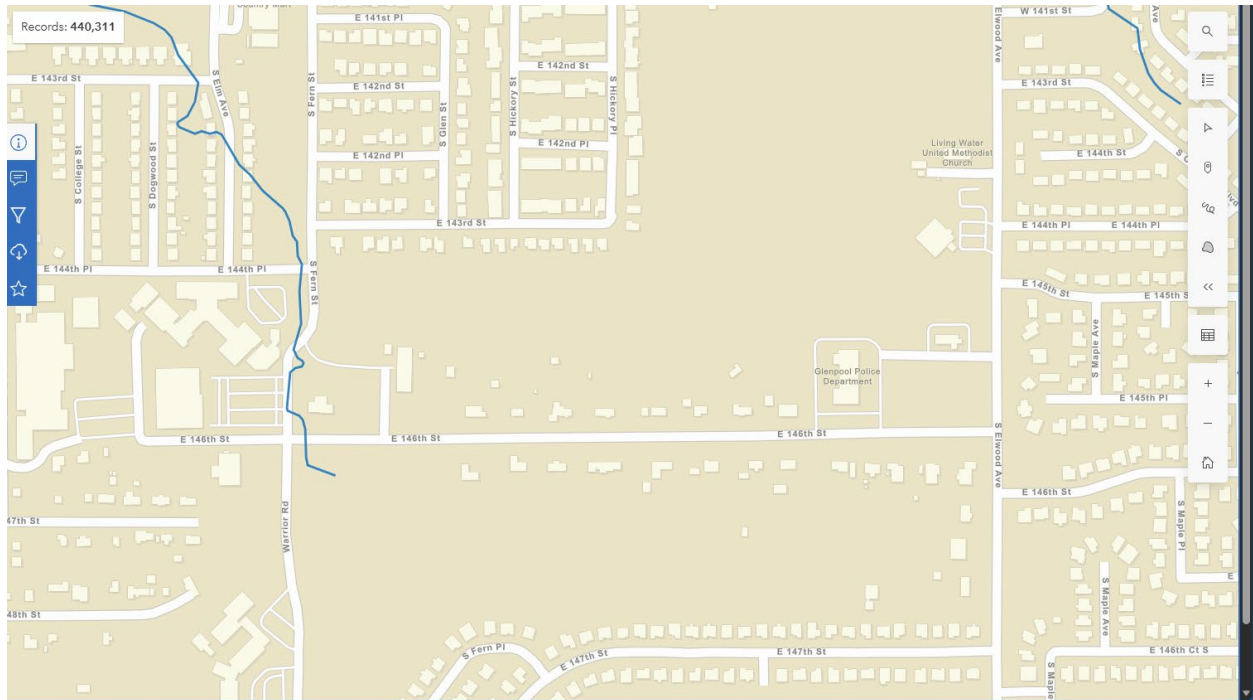
List any other concerns or recommendations for the Sponsor to include in their final application: ____

Multiple drainage and utilities in the location of the project





Blue line stream runs through the project location.



The location map is showing 31,680', which should be updated to show the actual length of the project.



146TH STREET SIDEWALK PROJECT



Esri, Vantor, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Esri, USA

To: Honorable Mayor and Council

From: Beth Miller, Grants and Special Projects

Meeting Date: January 20, 2026

Department/Office: Grants & Special Projects

Item Name: FY 26 TAP Grant – 141st Street Sidewalks (Priority #2)

Summary:

The City of Glenpool seeks approval to apply for funding through the Oklahoma Department of Transportation's Transportation Alternatives Program (TAP) for FY2026 to construct approximately 0.5 miles of ADA-compliant sidewalks along the north side of 141st Street from Highway 75 to South 26th West Avenue — as priority #2. This corridor currently lacks pedestrian infrastructure, creating significant safety hazards and limiting connectivity for residents, particularly underserved neighborhoods. The project will provide a safe, ADA-compliant route that improves access to schools, businesses, and essential services, promotes equity, and supports active transportation. The estimated project cost is \$1,500,000.00, with a federal award request of \$1,200,000.00 and a local match of \$300,000.00. If awarded, the local match would be funded through the City's Reserve Fund. The project aligns with Glenpool's long-term vision for a connected, walkable community.

Recommended Action:

Staff recommends that the City Council approve the submission of a grant application to ODOT under the Transportation Alternatives Program for FY2026 for the 141st Street Sidewalk Project and authorize the Mayor to sign Resolution No. 2026002 in support of the application.

Budget:

General Fund - fund balance

Attachments:

1. Glenpool_TAP_Resolution_141st_Street
2. TA Call for Project Form 141st
3. Completed 2024 Site Review Form 141st
4. 141st Street Sidewalk Project (1)

RESOLUTION #2026002

City of Glenpool

Resolution of Project Sponsorship for a Transportation Alternatives Program Application and Maintenance Commitment

WHEREAS, the City of Glenpool is eligible to apply for federal Transportation Alternatives Program (TAP) funds under the Infrastructure Investment and Jobs Act (IIJA) for the purpose of constructing transportation alternatives projects; and

WHEREAS, the City of Glenpool desires to submit an application to the Oklahoma Department of Transportation (ODOT) for TAP funding for the 141st Street Sidewalk Project from Hwy 75 to S 26th W Ave – 0.5 miles, which will enhance pedestrian safety and connectivity; and

WHEREAS, the City of Glenpool understands that the federal TAP award will require a local match of not less than 20% of the total project cost, and that only non-federal funds may be used for the local match; and

WHEREAS, the City of Glenpool agrees to provide the required local match and any additional funds necessary to complete the project as proposed in the application; and

WHEREAS, the City of Glenpool agrees to secure title or permanent easements for all property necessary for the project prior to project letting; and

WHEREAS, the City of Glenpool agrees to maintain the completed project for its useful life at no cost to ODOT or the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA:

1. The City of Glenpool hereby authorizes the submission of an application to ODOT for TAP funding for the 141st Street Sidewalk Project.
2. The City of Glenpool agrees to provide the required local match and any additional funds necessary to complete the project.
3. The City of Glenpool agrees to maintain the completed project for its useful life.

ADOPTED AND APPROVED this ____ day of _____, 2026.

Estimated Federal Award Amount: \$1,200,000.00

Local Match Commitment: \$300,000.00

Total Project Cost: \$1,500,000.00

Mayor Joyce G. Calvert

Attest:

Lesli Smith, City Clerk



OKLAHOMA Transportation

Your 2024 TA Call for Project Form has been received. A copy is included below for your records.

FFY2026 TA Call For Projects Form

Primary Sponsor The City of Glenpool

Sponsor Category Local government

Contact Person Elizabeth Miller

Sponsor Address 12205 S Yukon Ave. Glenpool, OK 74033

Sponsor Phone No. +1 (918) 209-4646

Sponsor E-mail emiller@cityofglenpool.com

Project Description The proposed project will construct sidewalks along 141st Street from Highway 75 to South 26th West Avenue, a 0.5-mile corridor that currently lacks pedestrian infrastructure. This area is a critical need for Glenpool, as it connects multiple neighborhoods—including underserved communities with limited access to transportation—to the main part of town where schools, businesses, and essential services are located. Currently, pedestrians must walk along the roadway or in unsafe conditions, creating significant safety hazards. The project will include all phases of development, from design to construction, and will provide a safe, ADA-compliant route that improves connectivity, promotes equity, and supports active transportation for residents.

Project Location - Street 141st Street from HWY 75 to S 26th W Ave

Project Location - City, Town or Unincorporated Glenpool

Location - Other

Project Length 0.5 miles

Project Components Planning (Bicycle/Pedestrian Master Plan), Design (Construction plans to be developed by a licensed landscape architect or engineer), Right-of-Way Acquisition (Temporary or permanent right-of-way will need to be purchased in order for project to be constructed), Construction (to include 6% construction inspection cost)

Project Readiness - Environmental Study No

Project Readiness - Right of Way No

Project Readiness - Utilities No

Project Readiness - Railroad No

Project Readiness - Known Obstacles Yes. As this is a new project, the design phase has not yet been completed, which will require additional time and resources before construction can begin. Potential obstacles include securing funding for design and engineering, coordinating utility adjustments, and obtaining necessary easements or right-of-way if required. While no significant legal or political challenges are anticipated, these steps could affect the project timeline. The City of Glenpool is committed to addressing these issues proactively to ensure successful project delivery.

Population Size Category 5,001 - 50,000

County Tulsa

Safety and Connectivity Concerns Yes. The 141st Street corridor currently has no sidewalks, forcing pedestrians (including residents from nearby neighborhoods) to walk along the roadway or in uneven grassy areas. This creates significant safety hazards, especially for underserved communities who may not have access to personal vehicles and rely on walking for daily needs. Connectivity is also limited, as there is no safe pedestrian route linking these neighborhoods to the main part of town where businesses and services are located. The proposed project addresses these concerns by constructing a continuous, ADA-compliant sidewalk along 141st Street, providing a safe, dedicated route that improves access, reduces pedestrian-vehicle conflicts, and promotes equitable transportation options.

Safety Signage, Buffered Sidewalk

Community and Network Context Yes. The surrounding physical features have been considered in planning this project. The proposed sidewalk alignment will avoid impacts to existing buildings and utilities along 141st Street, and drainage considerations will be addressed during design to prevent issues near green spaces or natural areas. No

significant wildlife habitats or streams are expected to be affected, and the project will comply with environmental and air quality standards.

The project also reflects Glenpool's long-term vision for a connected, walkable community. It supports the city's transportation goals by improving pedestrian safety, reducing reliance on vehicles, and providing equitable access for underserved neighborhoods. By linking these areas to the main commercial corridor, the project advances the community's future transportation system priorities of connectivity, accessibility, and sustainability.

Enhances Existing Transportation System Yes. The proposed sidewalk will add a safe, ADA-compliant pedestrian facility to a corridor that currently lacks sidewalks, improving the overall utility of the transportation network along 141st Street. By providing a continuous, dedicated route for pedestrians, the project integrates with the existing roadway to reduce pedestrian-vehicle conflicts, supports multimodal travel (walking, mobility devices, and biking adjacent to the corridor), and strengthens connections between neighborhoods and Glenpool's main commercial area. This enhancement increases accessibility, safety, and reliability for residents—especially those in underserved communities who rely on walking to reach jobs, services, and transit.

Benefits to Multiple Transportation Mode Users Yes. The proposed sidewalk will serve pedestrians, runners, and individuals using wheelchairs or other mobility devices by providing a safe, ADA-compliant route. It also improves conditions for bicyclists by reducing conflicts with vehicles and creating a safer corridor adjacent to the roadway. By connecting neighborhoods to Glenpool's main commercial area, the project supports multimodal travel and complements existing transit options, promoting equitable access for all users.

Eligible TA Activities Sidewalks, Americans with Disabilities Act of 1990 compliance, Safe routes for non-drivers

Transportation Plan No

New and Innovative Approaches While the project will follow established sidewalk design standards for safety and ADA compliance, its innovative approach lies in addressing equity and connectivity for underserved neighborhoods. By prioritizing pedestrian infrastructure in an area with limited transportation options, the project applies best practices for inclusive planning and community health. Additionally, the design phase will incorporate modern accessibility features, durable materials, and context-sensitive solutions to ensure long-term performance and minimal maintenance, reflecting a forward-thinking approach to infrastructure development.

Connectivity to Community Resources Yes. The proposed sidewalk will create a critical link between residential neighborhoods—particularly underserved areas—and Glenpool’s main commercial corridor. This connection will provide safe pedestrian access to grocery stores, retail businesses, worksites, and essential services located along Highway 75 and in the town center. By improving connectivity, the project supports access to employment, shopping, and community resources for residents who may not have personal transportation, promoting equity and walkability throughout the city.

Enhancement of State's Travel and Tourism Efforts While the primary purpose of this project is to improve local pedestrian safety and connectivity, it indirectly supports Oklahoma’s travel and tourism goals by creating a more walkable and attractive environment in Glenpool. Safer sidewalks encourage outdoor activity and make the area more inviting for visitors accessing local businesses, parks, and community events. By improving infrastructure in a key corridor, the project contributes to a positive experience for both residents and visitors, supporting economic vitality and community appeal.

Enhancement of Local Economic Opportunities Yes. By providing a safe pedestrian connection between residential neighborhoods and Glenpool’s main commercial corridor, the project will increase access to local businesses and employment opportunities for residents—especially those without personal transportation. Improved walkability encourages foot traffic, which can boost sales for nearby businesses and attract future development along the corridor. Additionally, the design and construction phases will generate short-term economic benefits through local labor and material sourcing, supporting the regional economy.

Estimated Project TOTAL Cost	1200000
FEDERAL Funds Requested (80% Maximum)	960000
SPONSOR Match (20% Min)	240000

Partnerships The proposed project has initiated collaboration between the City of Glenpool, local community leaders, and residents to identify critical pedestrian needs along 141st Street. Feedback from underserved neighborhoods has highlighted the importance of safe access to the town’s commercial corridor, and these voices have shaped the project’s goals. Additionally, coordination with ODOT and regional transportation planners will ensure compliance with state standards and strengthen funding opportunities. These partnerships demonstrate a shared commitment to improving safety, equity, and connectivity for all residents.

Maintenance Yes

Project Manager Tim Pehrson



2024 TA Call for Projects Site Review Form

Reviewer's Name: _____

Date of Site Review: _____

Sponsor Information

Primary Sponsor: The City of Glenpool

Secondary Sponsor:

Sponsor Category: Local government

Contact Person: Elizabeth Miller

Sponsor Address: 12205 S Yukon Ave. Glenpool, OK 74033

Sponsor Phone Number: +1 (918) 209-4646

Sponsor Email: emiller@cityofglenpool.com

Planning and Design

Project Description: The proposed project will construct sidewalks along 141st Street from High

Project Location: Glenpool

Project Length: 0.5 miles

Project Components: Planning (Bicycle/Pedestrian Master Plan), Design (Construction plans to b

Population Size: 5,001 - 50,000

Potential ADA Concerns: _____

Any visible or potential LUST sites: _____

Proposed railroad involvement:

Concerns regarding proposed railroad involvement: _____

Does the project impact a historic/potentially historic property or district? _____

Does the project impact a park, stream or wetlands? _____

R/W or Utility Concerns, i.e. donated property, excessive utility relocation: _____

Has a walkability or bikeability study been completed? If so, how walkable/bikeable is the proposed project? _____

Transportation Network

Project is located within a Disadvantaged Census Tract:

Identified Safety, connectivity or equity concerns:

List any additional Safety, connectivity or equity concerns: _____

What are the transportation linkages/pedestrian generators? _____

Connectivity to Community Resources:

Are there any small changes that could be made to the proposed project that would increase connectivity to community resources? _____

Community and Network Context:

Are there additional physical features or community goals that need to be taken into consideration for the proposed project to have the greatest community impact? _____

Cost/Benefit

Does the math work within the estimate? ☐ YES ☐ NO

If not, explain _____

Is the engineering amount sufficient for the project scope? ☐ YES ☐ NO

Does the estimate contain costs that appear inadequate? ☐ YES ☐ NO

Is at least 6% construction inspection included in the estimate? ☐ YES ☐ NO

Match Funding

Estimated Project TOTAL Cost: \$1,200,000.00

FEDERAL Funds Requested: \$960,000.00

SPONSOR Match: \$240,000.00

Are the percentages calculated to whole numbers? ☐ YES ☐ NO

Does the Sponsor match meet the minimum match aloud based on population size?

☐ YES ☐ NO

In-kind match is unallowable. Was there any mention of using in-kind match? ☐ YES ☐ NO

Supporting Documentation – Were the following included in the Call for Projects and of a quality that can be used for scoring

Location Map: ☐ YES ☐ NO

Detailed Cost Estimate: ☐ YES ☐ NO

Project Photographs: ☐ YES ☐ NO

Letters of Support: ☐ YES ☐ NO

Resolution from Governing Board or Council: ☐ YES ☐ NO

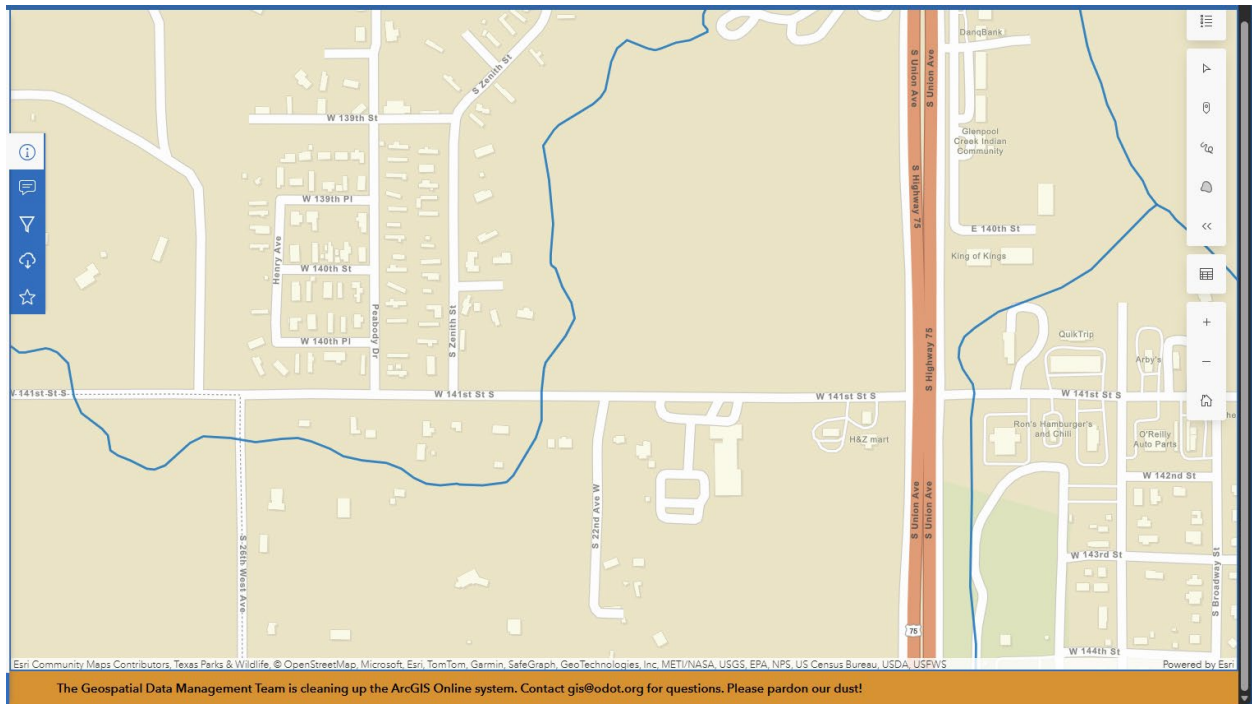
Additional Comments

List any other concerns or recommendations for the Sponsor to include in their final application: ____

Potential drainage and utility conflicts



Blueline Coal Creek runs through project location



The project map is not specific to the location of the sidewalk, and the measurement is shown in feet, but it is intended to be in inches. I would recommend showing the measurement in feet.



141ST STREET SIDEWALK PROJECT

