

AGENDA
BOARD OF CITY COMMISSIONERS
MARCH 20, 2023 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Item No. 21.
 - b. Minutes from the February 21, 2023 regular meeting.
 - c. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the February 1, 2023 regular meeting.
 - Shawnee Senior Citizen Advisory Board Minutes from the February 14, 2023 regular meeting.
 - License Payment Report for February 2023
 - Project Payment Report for February 2023
 - d. Lake Lease Transfer:

- Eckel Tract Lot 11, 15109 Eckel Rd
From: Simco Investments, LTD
To: MJ Cannon, LLC
 - Coffman Tract Lot 6, 15305 Perry Rd
From: Brian and Shelly Cornish
To: Joshua Koch
- e. Approve Change Order No. 1 for Woodland Veterans Park Project.
 - f. Approve Change Order No. 1 for KidSpace Park Project.
 - g. Approve renewal of an Agreement for Beautification Services for the City of Shawnee with South Central Industries, Inc. for trash removal and janitorial services.
 - h. Approve an agreement between the City of Shawnee and the Oklahoma Tax Commission for the administration of sales and use tax ordinances.
3. Mayor's Proclamation(s):
- "American Red Cross Month"
March 2023
- "National Public Safety Telecommunications Week"
April 9-15, 2023
4. Declaration that an emergency exists pursuant to 61 O.S. § 130 and authorization for an emergency repair of the wastewater main on Chicago Street, between Broadway Avenue and Bell Avenue, in an amount not to exceed \$72,400.00.
 5. Consideration of an ordinance of the City of Shawnee, Oklahoma amending the Charter of the City of Shawnee, Oklahoma, Article III, Section 2, Article XIV, Section 3, and Article XIV, Section 5 to provide for ward specific voting; amending the Charter of the City of Shawnee, Oklahoma, Article XV, Section 2, regarding the competitive bidding requirements comporting to state law; amending the Charter of the City of Shawnee, Oklahoma, Article III, Section 4, and Article III, Section 6 to establish the timing for the swearing-in of the Mayor and Commissioners; repealing the Charter of the City of Shawnee, Oklahoma, Article V, Section 8 to remove residency and citizenship

qualification requirements for City employees; amending the Charter of the City of Shawnee, Oklahoma, Article XVI, Section 1, to clarify the rules regarding conflict of interest policy for Commissioners and City employees or officers to comport with state law; repealing the Charter of the City of Shawnee, Oklahoma, Article IX, Section 1 which pertains to Shawnee Twin Lakes regulations which already exist within City ordinances and resolutions; amending the Charter of the City of Shawnee, Oklahoma, Article XII, Section 6(B) clarifying the Cemetery Perpetual Care Fund shall follow all applicable state law; and also providing for severability, codification, and repealer.

6. Consider and take action with respect to a resolution authorizing the calling and holding of a special election in the City of Shawnee, State of Oklahoma (the "City"), on the 13th day of June, 2023, for the purpose of submitting to the registered qualified electors of said City the questions of approval or rejection of an ordinance of the City relating to City charter amendments, as more specifically set out in an ordinance of said City; and containing other provisions related thereto.
7. Consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee; and amend residential deposit rates in Section 26-132(a), Article III, Division 2, Subdivision II of Chapter 26 of the City Code.
8. Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.
9. Public hearing and consideration of an ordinance to detach the following described property from the City of Shawnee located within Pottawatomie County, State of Oklahoma, to-wit: Tract A beginning at the southwest corner (SW/C of the NE/4) of said Section 20; Thence N89°38'02"E a distance of 991.85 feet; Thence N00°55'45"W a distance of 660.00 feet; Thence N89°38'00"E a distance of 1650.41 feet; Thence N00°44'54"W a distance of 100.00 feet; Thence S89°38'00"W a distance of 1366.00 feet; Thence N00°44'54"W a distance of 558.83 feet; Thence S89°41 '47"W a distance of

1271.74 feet; Thence S00°38'31"E a distance of 1320.19 feet to the Point of Beginning; and Tract B beginning at the southeast corner (SE/C) of said NE/4; Thence N00°44'54"W a distance of 760.00 feet to the Point of Beginning; Thence S89°38'00"W a distance of 1366.00 feet; Thence N00°44'54"W a distance of 558.83 feet; Thence N89°41 '47"E a distance of 619.02 feet; Thence S00°44'54"E a distance of 508.15 feet; Thence N89°38'00"E a distance of 696.98 feet; Thence N00°44'54"W a distance of 180.00 feet; Thence N89°38'00"E a distance of 50.00 feet; Thence S00°44'54"E a distance of 230.00 feet to the Point of Beginning and Tract C Beginning at the Southeast Comer (SE/C) of said NE/4; Thence N00°44'54"W a distance of 990.00 feet to the Point of Beginning; Thence S89°38'00"W a distance of 50.00 feet; Thence S00°44'54"E a distance of 180.00 feet; Thence S89°38'00"W a distance of 696.98 feet; Thence N00°44'54"W a distance of 508.15 feet; Thence N89°41 '47"E a distance of 746.99 feet; Thence S00°44'54"E a distance of 327.33 feet to the Point of Beginning. Applicant: George Martin Knox, Cerina Stiles, Louis H. Cox and Emily J. Cox

10. Public hearing and consideration of an ordinance to rezone property located at 1320 North Harrison Avenue from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District). Case No. RZ04-23, Applicant: Nathan Ferguson.
11. Public hearing and consideration of an ordinance to rezone property located at 731 North Kickapoo Avenue from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District). Case No. RZ03-23, Applicant: Hayden Stanfield.
12. Public hearing and consideration of an ordinance to rezone property located at 602 North Harrison Avenue from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District). Case No. RZ05-23, Applicant: Joel Villalobos.
13. Consideration of a Final Plat for Heritage Plains, Phase 1, on approximately 24.9 acres, located north of Westech Road on the west side of North Kickapoo Avenue. Case No. FPL02-23, Applicant: John Woods.
14. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Water System Improvements in Thompson Heights Addition.

15. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Sewer System Improvements.
16. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols, Inc. for Water System Improvements along Alice Street, Fay Street, Edwards Street & Pesotum Street.
17. Consideration of a Sales Tax Rebate Agreement between the City of Shawnee and Brady's Properties.
18. Consideration of a resolution adopting the High-Hazard Potential Dam Amendment to the Pottawatomie County Hazard Mitigation plan for the City of Shawnee.
19. Consideration of a resolution renewing Ordinance Number 1396NS the “Nine-One-One Emergency Number Ordinance” for the period of April 6, 2023 to April 5, 2026.
20. Consideration of a resolution setting the 9-1-1 Emergency Tax Rate.
21. Consider Bid(s):
 - a. Highland Street Sidewalk Improvements (Open)
22. Acknowledge Monthly Sales Tax Report.
23. Administrative Report(s):
 - a. 2023 Homeless Point-in-Time Count - Rian Harkins, Community Development Director
 - b. Progress Update on the Unified Development Code - Rian Harkins, Community Development Director
24. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
25. Commissioners Comments

26. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

FEBRUARY 21, 2023 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Tuesday, February 21, 2023 at 6:00 PM, pursuant to notice duly posted as prescribed by law at 6:53 p.m. on Thursday, February 16, 2023. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of Jacob Foos for his Dedication and Commitment to the Community

The Mayor recognized Jacob Foos for his dedication and commitment to the community.

2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Ms. Theresa Cody and Ms. LaDonna Bryce gave their time to Mr. Ricky Young. Ms. Sylwia Partyka, Mr. Rob Morris, Ms. Shelley Byrd, Mr. Mark Stewart, Ms. Holly Gordon, and Mr. Rick Young spoke during Citizens participation.

3. Consider approval of Consent Agenda:

a. Minutes from the January 17, 2023 regular meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the January 4, 2023 regular meeting
- Shawnee Senior Citizens Advisory Board from the January 10, 2023 regular meeting
- License Payment Report for January 2023
- Project Payment Report for January 20203

c. Mayor's Appointment(s):

Shawnee Housing Authority

Kevin Hall 1st Full Term Expires: February 1, 2026

Replaces Paul Pounds - Term Expired

Thomas Hibben 1st Full Term Expires: February 1, 2026

Replaces Marion McMillan - Term Expired

Shawnee Forward Board of Directors

Cami Engles, Ward 2 Commissioner

Annual appointment

d. Approve Change Order No. 1 for Kickapoo Sidewalk Project.

- e. Acknowledge receipt of Change Order No. 1, in the amount of \$27,605.50, for the Cammack Street Sewer Project.

- f. Lake Lease Transfers:

Johnston Tract Lots 14 and 15, 16618 Stevens Road

From: Leland Prewitt and Rhonda Renee Berry

To: Agee Family Trust (Elton E. Agee and Linda Agee)

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve Consent Agenda Item Nos. 3(a-f). Motion carried 7-0.

AYE: Rutherford, Engles, Flood, Matthews, Richter, Sehorn, Bolt

NAY: None

- 4. Presentation of the Pet of the Week by Animal Control.

Animal Control Officer Theresa Touchet introduced Sir Chews, a one-year-old Mastiff mix. The adoption fee for Sir Chews is Five Dollars (\$5.00).

- 5. Consideration regarding the continued mediation between the Shawnee Civic and Cultural Development Authority, Pottawatomie County, and City of Shawnee, and replacement of Commissioner Salter as City representative.

City Manager Andrea Weckmueller-Behringer provided a Staff report. She advised that in September 2021, Commissioner Salter was one of three Commissioners appointed to represent the City in the mediation process. Since former Commissioner Salter is no longer a sitting Commissioner, he will need to be replaced with another Commissioner to represent the City during the mediation process.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to appoint Commissioner Sehorn to represent the City during the mediation process involving the City of Shawnee, Pottawatomie County, and the Shawnee Civic and Cultural Development Authority. Motion carried 5-1-1.

AYE: Rutherford, Engles, Flood, Matthews, Bolt

NAY: Richter
ABSTAIN: Sehorn

6. Consideration of a resolution to approve an Equipment Lease-Purchase Agreement with Welch State Bank for the purchase of a patch truck for the Public Works Department in the amount of \$298,614.36.

Finance Director Lindsey McNabb-Fox advised that this item would allow the City to enter into a lease-purchase agreement for an asphalt patch truck to maintain and repair City roads.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve a resolution to approve an Equipment Lease-Purchase Agreement with Welch State Bank for the purchase of a patch truck for the Public Works Department in the amount of \$298,614.36.

Resolution No. 6684 was introduced.

A RESOLUTION APPROVING AN EQUIPMENT LEASE-PURCHASE AGREEMENT BETWEEN WELCH STATE BANK AND THE CITY OF SHAWNEE REGARDING THE LEASE-PURCHASE OF A 2023 FREIGHTLINER.

Motion carried 7-0.

AYE: Engles, Flood, Matthews, Richter, Rutherford, Sehorn, Bolt
NAY: None

7. Consideration of a resolution approving a Project Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for bridge and approaches over Shawnee Creek.

Director of Engineering Seth Barkhimer advised that in 2021, the City began design efforts to replace the Main Street Bridge over Shawnee Creek, just west of Tucker Avenue. He stated that the City applied for and received a grant from the Oklahoma Development Finance Authority (ODFA) for \$750,000.00 and received notification for an additional \$1,000,000.00 award from the Oklahoma Department of Transportation (ODOT) Bridge Formual Funding program. The proposed resolution would approve the funding agreement with ODOT.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve a resolution approving a Project Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for bridge and approaches over Shawnee Creek.

Resolution No. 6685 was introduced.

A RESOLUTION APPROVING A PROJECT FUNDING AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR BRIDGE AND APPROACHES OVER SHAWNEE CREEK.

Motion carried 7-0.

AYE: Engles, Flood, Matthews, Richter, Rutherford, Sehorn, Bolt
NAY: None

8. Consideration of an Engineering Amendment 2 Proposal with CEC Corporation for professional design services regarding bridge and roadway design and construction plans for East Main Street over Shawnee Creek.

Director of Engineering Seth Barkhimer advised that due to the approval of Agenda Item No. 7, the proposed amendment would cover CEC Corporation's effort involved in altering the current design documents to meet ODOT's standards for bidding and construction.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve an Engineering Amendment 2 Proposal with CEC Corporation for professional design services regarding bridge and roadway design and construction plans for East Main Street over Shawnee Creek. Motion carried 7-0.

AYE: Matthews, Sehorn, Engles, Flood, Richter, Rutherford, Bolt
NAY: None

9. Consideration of an appeal of an Administrative Order regarding the demolition of the structure located at 623 Kickapoo Spur.

Director of Engineering Seth Barkhimer provided a Staff report. He advised that Staff recommends denial of the appeal. City Attorney Joe Vorndran advised that the notice has been examined and approved and there is no defect in the Order.

Mr. Steve Landes with Landes Engineering appeared on behalf of the appellant Mr. David Bostram, Desert Eagle Property, LLC.

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to approve Staff's recommendation to deny the appeal of an Administrative Order regarding the demolition of the structure located at 623 Kickapoo Spur. Motion carried 7-0.

AYE: Engles, Rutherford, Flood, Matthews, Richter, Sehorn, Bolt

NAY: None

10. Consideration of a resolution of the City of Shawnee authorizing the application for an American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.

Assistant City Manager Jacob Foos provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a resolution of the City of Shawnee authorizing the application for an American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.

Resolution No. 6686 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE AUTHORIZING THE APPLICATION FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD.

Motion carried 7-0.

AYE: Matthews, Flood, Engles, Richter, Rutherford, Sehorn, Bolt

NAY: None

11. Consideration of an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 7 "Buildings and Building Regulations"; adopting the 2018 International Building Code, 2020 National Electrical Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Residential Code, 2018 Existing Building Code; repealing all Sections in conflict therewith and providing for severability; setting an effective date; and

replacing specific dollar-fee amounts throughout the entire Chapter with a reference to the City Fee Schedule.

Director of Engineering Seth Barkhimer gave a Staff report. He advised the proposed Ordinance would bring code up-to-date and in compliance with State codes. He also advised that the effective date would be April 15, 2023. Mr. Barkhimer explained that any projects already permitted would be regulated under the code at the time of the permit and all projects permitted prior to April 15, 2023 would be under prior code.

A motion was made by Commissioner Flood, seconded by Commissioner Engles, to approve an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 7 “Buildings and Building Regulations”; adopting the 2018 International Building Code, 2020 National Electrical Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Residential Code, 2018 Existing Building Code; repealing all Sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire Chapter with a reference to the City Fee Schedule.

Ordinance No. 2777NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA CREATING, AMENDING, AND REPEALING PORTIONS OF CHAPTER 7 “BUILDINGS AND BUILDING REGULATIONS”; ADOPTING THE 2018 INTERNATIONAL BUILDING CODE, 2020 NATIONAL ELECTRICAL CODE, 2018 INTERNATIONAL FUEL GAS CODE, 2018 INTERNATIONAL MECHANICAL CODE, 2018 INTERNATIONAL PLUMBING CODE, 2018 INTERNATIONAL RESIDENTIAL CODE, 2018 EXISTING BUILDING CODE; REPEALING ALL SECTIONS IN CONFLICT THEREWITH AND PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE; AND REPLACING SPECIFIC DOLLAR-FEE AMOUNTS THROUGHOUT THE ENTIRE CHAPTER WITH A REFERENCE TO THE CITY FEE SCHEDULE.

Motion carried 7-0.

AYE: Flood, Engles, Matthews, Richter, Rutherford, Sehorn, Bolt
NAY: None

12. Consideration of a resolution of the City of Shawnee updating the City Fee

Schedule by amending portions of Chapter 7 "Buildings and Building Regulations".

Director of Engineering Seth Barkhimer advised that the proposed resolution would update the City Fee Schedule pursuant to the previous Item No. 11.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to approve a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 7 "Buildings and Building Regulations".

Resolution No. 6687 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING PORTIONS OF CHAPTER 7 – “BUILDINGS AND BUILDING REGULATIONS”.

Motion carried 7-0.

AYE: Engles, Sehorn, Flood, Matthews, Richter, Rutherford, Bolt

NAY: None

13. Consideration of an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 13 "Fire Prevention and Protection"; adopting the 2018 International Fire Code; repealing all sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire chapter with a reference to the City Fee Schedule.

Fire Marshal James Kriwanek provided a Staff report and stated that the proposed ordinance would bring code into compliance of State code.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 13 "Fire Prevention and Protection"; adopting the 2018 International Fire Code; repealing all sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire chapter with a reference to the City Fee Schedule.

Ordinance No. 2778NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA CREATING, AMENDING, AND REPEALING PORTIONS OF CHAPTER 13 “FIRE PREVENTION AND PROTECTION”; ADOPTING THE 2018 INTERNATIONAL FIRE CODE; REPEALING ALL SECTIONS IN CONFLICT THEREWITH AND PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE; AND REPLACING SPECIFIC DOLLAR-FEE AMOUNTS THROUGHOUT THE ENTIRE CHAPTER WITH A REFERENCE TO THE CITY FEE SCHEDULE.

Motion carried 7-0.

AYE: Engles, Flood, Matthews, Richter, Rutherford, Sehorn, Bolt

NAY: None

14. Consideration of a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 13 "Fire and Fire Prevention".

Fire Marshal James Kriwanek advised the proposed resolution would update the City Fee Schedule pursuant to the previous Item No. 13.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 13 "Fire and Fire Prevention".

Resolution No. 6688 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF CHAPTER 13 “FIRE PREVENTION AND PROTECTION”.

Motion carried 7-0.

AYE: Matthews, Rutherford, Engles, Flood, Richter, Sehorn, Bolt

NAY: None

15. Consideration of a resolution authorizing the modification of the security with respect to certain outstanding indebtedness of the Shawnee Municipal Authority, specifically adding one-half of one percent (0.50%) of sales tax revenue to the security pledge; approving and authorizing the execution of a

sales tax agreement; and containing other provisions related thereto.

Assistant City Manager Jacob Foos advised that due to the January 10, 2023 Sales Tax increase being approved by voters, the proposed resolution would authorize the sales tax to be established as collateral on loans held by Oklahoma Water Resources Board (OWRB). He advised that the debt service can now be satisfied with sales tax and the City can remove Utility Improvement Fee established by Ordinance No. 2770NS. He advised that Staff recommends approval.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution authorizing the modification of the security with respect to certain outstanding indebtedness of the Shawnee Municipal Authority, specifically adding one-half of one percent (0.50%) of sales tax revenue to the security pledge; approving and authorizing the execution of a sales tax agreement; and containing other provisions related thereto.

Resolution No. 6689 was introduced.

A RESOLUTION AUTHORIZING THE MODIFICATION OF THE SECURITY WITH RESPECT TO CERTAIN OUTSTANDING INDEBTEDNESS OF THE SHAWNEE MUNICIPAL AUTHORITY, SPECIFICALLY ADDING ONE-HALF OF ONE PERCENT (0.50%) OF SALES TAX REVENUE TO THE SECURITY PLEDGE; APPROVING AND AUTHORIZING THE EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion carried 7-0.

AYE: Matthews, Engles, Flood, Richter, Rutherford, Sehorn, Bolt

NAY: None

16. Consideration of an ordinance repealing portions of the Shawnee Municipal Code, Chapter 26 "Utilities," by repealing a Utility Improvement Fee established by Ordinance No. 2770NS; and providing for repeal; providing for codification; and providing for severability; and declaring an emergency.

Assistant City Manager Jacob Foos advised that due to the approval in Item No. 15, the proposed ordinance would allow the City to rescind the Utility Improvement Fee.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve an ordinance repealing portions of the Shawnee Municipal Code, Chapter 26 “Utilities,” by repealing a Utility Improvement Fee established by Ordinance No. 2770NS; and providing for repeal; providing for codification; and providing for severability; and declaring an emergency.

Ordinance No. 2779NS was introduced.

AN ORDINANCE REPEALING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 26 “UTILITIES,” BY REPEALING A UTILITY IMPROVEMENT FEE ESTABLISHED BY ORDINANCE NO. 2770NS; AND PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 7-0.

AYE: Matthews, Sehorn, Engles, Flood, Richter, Rutherford, Bolt
NAY: None

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2779NS.
Motion carried 7-0.

AYE: Matthews, Sehorn, Engles, Flood, Bolt, Rutherford, Richter
NAY: None

17. Consideration of a resolution updating the City Fee Schedule by removing the monthly rate of the Utility Improvement Fee pursuant to Chapter 26, Article II, Section 26-30, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Assistant City Manager Jacob Foos stated that due to the approval of Item No. 17, the proposed resolution would amend the City Fee Schedule to remove the Utility Improvement Fee.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution updating the City Fee Schedule by removing the monthly rate of the Utility Improvement Fee pursuant to Chapter 26, Article II, Section 26-30, of the City Code; and providing for the re-adoption of the City Fee

Schedule in whole.

Resolution No. 6690 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY REMOVING THE MONTHLY RATE OF THE UTILITY IMPROVEMENT FEE PURSUANT TO CHAPTER 26, ARTICLE II, SECTION 26-30, OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 7-0.

AYE: Matthews, Engles, Flood, Richter, Rutherford, Sehorn, Bolt

NAY: None

18. Public hearing and consideration of an ordinance to rezone property located northwest of the intersection of North Harrison Avenue and Garrett's Lake Road, containing approximately 1.7168 acres, from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District). Case No. RZ02-23, Applicant: Jon Silver.

Community Development Director Rian Harkins provided a Staff report. He advised that Planning Commission and Staff recommend approval.

Mayor Bold declared a public hearing in session to consider an ordinance to rezone property located northwest of the intersection of North Harrison Avenue and Garrett's Lake Road, containing approximately 1.7168 acres, from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District). Mr. Jon Silver appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Sehorn, seconded by Mayor Bolt, to approve an ordinance to rezone property located northwest of the intersection of North Harrison Avenue and Garrett's Lake Road, containing approximately 1.7168 acres, from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District).

Ordinance No. 2780NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE

FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP ELEVEN (11), RANGE FOUR (4) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE SOUTH 89°25'31" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°25'31" WEST, SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 272.00 FEET; THENCE NORTH 00°40'04" WEST A DISTANCE OF 275.00 FEET; THENCE NORTH 89°25'31" EAST A DISTANCE OF 271.86 FEET TO THE WEST RIGHT OF WAY LINE OF SAID HARRISON STREET (STATE HIGHWAY 18); THENCE SOUTH 00°41'48" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS AN AREA OF 74,782 SQUARE FEET OR 1.716 ACRES, MORE OR LESS. THE BEARING OF SOUTH 89°25'31" WEST AS SHOWN ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE NORTH ZONE, WHICH WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.

Motion carried 7-0.

AYE: Sehorn, Bolt, Engles, Flood, Matthews, Richter, Rutherford

NAY: None

19. Consideration of the following budget amendment(s) for Fiscal Year 2022 – 2023:

- a. Fund 001 - General Fund to fund an operational shortfall in the Expo Center with sales tax revenues exceeding budget estimates.

Finance Director Lindsey McNabb-Fox and Heart of Oklahoma Exposition Center General Manager Mr. Frank Abbott each provided Staff reports.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the budget amendment listed in Agenda Item No. 19(a). Motion carried 7-0.

AYE: Matthews, Rutherford, Engles, Flood, Richter, Sehorn, Bolt
NAY: None

20. Acknowledge Monthly Sales Tax Report.

Finance Director Lindsey McNabb-Fox reported sales tax is up Two Million One Hundred Three Thousand Thirteen Dollars (\$2,103,013.00) or Thirteen Point One Percent (13.1%), over the projected budget year-to-date. She stated that use tax collections are up Sixty-Nine Thousand Seven Hundred Ninety-Five Dollars (\$69,795.00) or Three Point One Five Percent (3.15%), above the projected budget year-to-date.

RECESSED BY POWER OF THE CHAIR AT 7:54 P.M.

RECONVENED BY POWER OF THE CHAIR AT 8:05 P.M.

21. Administrative Report(s):

- a. Proposed Charter Amendments 2023 - Joe Vorndran, City Attorney and Andrea Weckmueller-Behringer, City Manager

City Attorney Joe Vorndran provided a presentation on the Proposed Charter Amendments for 2023. He discussed items that included:

- Ward Specific Voting
- Competitive Bidding
- Swearing-In of Mayor and Commissioners
- Qualifications of City Employees
- Conflict of Interest Policy for Commissioners and City Employees/Officers
- Twin Lakes Regulation
- Cemetery Perpetual Care Fund

City Manager Andrea Weckmueller-Behringer provided a timeline for the items to be brought back to the City Commission and the proposed June election date. She

advised that if the proposition(s) pass, all Charter changes must be approved by the Governor before changes can be implemented.

b. Request Portal and Citizen Engagement - Seth Barkhimer, Director of Engineering

Director of Engineering Seth Barkhimer provided a presentation on the newly released Request Portal and Citizen Engagement on the City's website. He discussed items that included:

- Existing Online Reporting
- New Citizen Request Portal
- Primary Links - Contact City Leadership; Report Infrastructure Issues; Notify Code Enforcement
- Frequently Asked Questions
- Community Survey

c. Shawnee Police Department Crime Statistics - Mason Wilson, Police Chief

Police Chief Mason Wilson provided a presentation on Shawnee Police Department Crime Statistics, which included the following items:

- Statistics Reported to the Oklahoma State Bureau of Investigations (OSBI), which are then reported to the Federal Bureau of Investigation (FBI)
- FBI and OSBI Disclaimer about statistics
- 2018 Shawnee Ranking
- Actuals for 2018, 2019, 2020 (new system), 2021, 2022
- New RMS (Records Management Systems) was implemented in 2020
- Total Crime Statistics for past five years
- Comparisons to other Oklahoma Cities

22. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

23. Commissioners Comments

The Mayor and Commissioners thanked Mr. Jacob Foos, Assistant City

Manager, for serving the City of Shawnee.

Commissioner Richter congratulated Mr. Creed Humphrey for his accomplishments. She stated she was happy to see report of Charter amendment proposals and thanked everyone that spoke.

Commissioner Sehorn said that it was good to see crime rate coming down and that the City's website was improved for reporting issues.

Vice Mayor Rutherford thanked City Staff for the reports.

Commissioner Flood thanked City Staff. He thanked the City's police officers for their hard work and dedication to service. He said he is excited about the proposed Charter changes and the Request Portal and Citizen Engagement.

Commissioner Engles thanked City Staff. She said she appreciated the incredible work the Animal Shelter Staff was doing to have the animals adopted. She also said the bridge grant is a great accomplishment on Staff's part.

Commissioner Matthews congratulated the Shawnee Swim Team for winning the state championship and Mr. Creed Humphrey for the Super Bowl Championship. He said the dental fair at Heart of Oklahoma Exposition Center was a success and thanked the Oklahoma Dental Association.

Mayor Bolt said that the Staff reports provided good information.

24. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:09 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

REGULAR PLANNING COMMISSION MINUTES

DATE: February 1, 2023

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on February 1, 2023, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Chair Reese called the meeting to order at 1:30 p.m. Community Development Director, Rian Harkins, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Walker, Johnson, Reese, Barrett, Porter

Absent:

Item 2. Approval of Minutes – Regular Meeting

Consideration of approval of the minutes from the regular meeting of January 4, 2022. Chair Reese asked for questions or corrections to the minutes.

Commissioner Walker made a motion to **Approve** the minutes as presented, which Commissioner Johnson seconded.

Motion **passed 5-0-0**.

Aye: Walker, Johnson, Barrett, Reese, Porter

Nay: None

Abstain: Porter

Item 3. Case No. **RZ02-23** Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District) on approximately 1.7168 acres located NW of the intersection of Garrett's Lake Road and N. Harrison Avenue.

City Planner, Rachel Clyne, provided a staff report for RZ02-23 stating that the subject property is zoned A-1 (Rural Agricultural District). The land to the east is zoned C-3 (Automotive Commercial District). Properties to the north, south, and west are zoned A-1 (Rural Agricultural District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designations of Urban Reserve. The Comprehensive Plan defines Urban Reserve as land use for long-term growth areas, land to accommodate growth over the next 10 - 20 years.

According to the Land Use Compatibility Scale of the Comp Plan, Low-density Commercial has a ranking of three (3). This ranking suggests that landscaping, buffering, and screening should be employed to minimize adverse effects on surrounding uses. This aligns with the proposed commercial development of this site. Commercial development is appropriate at intersections, and the subject property is positioned on two (2) arterial streets.

The following Facts were determined by staff:

- The subject property is adjacent to land with the desired zoning district, C-3 (Automotive Commercial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).

- The proposed commercial development would be located at the intersection of arterial streets.
- The proper notification for a public hearing was served.

Staff listed the following options for Recommendations to the City Commission:

- Recommending Approval of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District) as requested by the applicant.
- Recommending Denial of the application for RZ02-23 to rezone the subject property.
- Recommending Deferral Case No. RZ02-23 with a request for additional and specific information to a certain date.
- Recommending Approval of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-1 (Neighborhood Commercial District).

Staff recommended that the Planning Commission recommend to the City Commission APPROVAL of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District).

Chair Reese open the public hearing for RZ02-23. The applicant, Jon Silver was present and stated he was the project manager for the construction company that would be building a Dollar General. He was available for questions. Chair Reese asked about any differences in the appearance in this Dollar General. Mr. Silver replied that it would be built to regulations. Commissioner Walker asked if the entry would be on Garrett's Lake Road. Mr. Silver confirmed that the one entry would be on the south side of the building, which faces Garrett's Lake Road. With no other speakers, the public hearing was closed.

Commissioner Barrett made a motion to recommend the **Approval** of Case No. RZ02-23, which Commissioner Johnson seconded.

Motion **passed 5-0-0.**

Aye: Walker, Johnson, Barrett, Reese, Porter

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on February 21, 2023, at 6:00 p.m.

Item 4. Community Development Department Update

Community Development Director, Rian Harkins, spoke to the Planning Commission about the Community Survey that is being sent to households around Shawnee. This Survey is one step in the development of a Strategic Plan. The response goal is 400 households. Following the receipt of the survey results, the City Commission will review them. Public engagement on the results will follow. Director Harkins clarified the differences between Community Development Department and the Building Department. Both departments and others provide information to an applicant. The process continues to be refined. Next, the nationwide Point In Time (PIT) Count of the homeless in a community was next week. CDBG monitoring will begin next week to ensure compliance. This is a requirement for all communities that receive HUD grants. Harkins discussed the progress of the Unified Development Code (UDC) project. The Subdivision Regulations have been submitted to staff for an internal review, and the consultants have begun work on the Engineering Design Criteria. The Twin Lakes Master Plan consultants

met with the committee last month. In late March the second public meeting for the entire community. Lastly, Director Harkins advised the Commissioners that the consultants working on the Unified Development Code would have a presentation at the March 1, 2023 Planning Commission meeting

Item 5. Planning Commissioners' Comments

Commissioner Walker stated he was pleased with the good publicity surrounding the mini-grants, and he appreciated staff's work.

Item 6. Adjournment

The meeting adjourned at 1:50 p.m.



Chair/Vice-Chair



City Planner



Minutes
Senior Citizens of Shawnee Board
February 14, 2023 9:30AM
Shawnee Senior Recreation Center

Roll Call was taken showing the following members present:

		Present	Absent
Chairperson	John Belzer	<u> X </u>	<u> </u>
Vice	Albert Rice	<u> X </u>	<u> </u>
Member	Ann Dowdy	<u> </u>	<u> X </u>
Member	Phyllis Crosswell	<u> X </u>	<u> </u>
Member	Bill Haley	<u> X </u>	<u> </u>
Member	Jeanni Pruitt	<u> X </u>	<u> </u>
Member	Shirley Gregory	<u> X </u>	<u> </u>
Member	Sally Murphy	<u> X </u>	<u> </u>
Member	Janice Orlauski	<u> X </u>	<u> </u>
City Commissioner	Ed Bolt	<u> X </u>	<u> </u>

- AGENDA NO 1** **Call to Order.** Meeting was called to order at 9:30 A.M.
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Approval of previous minutes from January 10, 2023.**
A motion to approve was made by Phillis Crosswell. It was 2nd by Albert Rice. Motion carried 9-0.
- Roll Call: Aye: John Belzer, Albert Rice, Phyllis Crosswell, Bill Haley, Jeanni Pruitt, Shirley Gregory, Sally Murphy, Janice Orlauski, Ed Bolt
- Nay: None.
- AGENDA NO 4** **Staff Updates.** Parks and Recreation have a new administrative assistant Jane Wright, she will be joining committee meetings starting in March.
- AGENDA NO 5** **Program Updates.** There are going to be a lot more special programs in the coming months. The Community Center remodel is almost complete. The exercise class that meets at the Community Center will start back up once the Community Center reopens. There will be added programs at the Community Center as well, staff is planning on a full schedule.
- AGENDA NO 6** **Pottawatomie Sales Tax Expenditure Proposal.** Amy presented a Proposal to buy an ice and water dispenser for the Senior Center.
- AGENDA NO 7** **Action on Expenditure Proposal.** A motion to approve was made by Phillis Crosswell. It was 2nd by Jeanni Pruitt. Motion carried 9-0.
- Roll Call: Aye: John Belzer, Albert Rice, Phyllis Crosswell, Bill Haley, Jeanni Pruitt, Shirley Gregory, Sally Murphy, Janice Orlauski, Ed Bolt
- Nay: None.
- AGENDA NO 8** **Discussion of Board Goals and Adjectives for 2023.** The Board would like a copy of the City Charter at the next meeting. The Boards goals and Adjectives will be further discussed at the next meeting.
- AGENDA NO 9** **Public Comments.**
- AGENDA NO 10** **Committee Comments.** Shirley Gregory stated that the Senior Center Program in Shawnee is a great program.

AGENDA NO 11 **Adjournment.** Meeting was Adjourned at 9:56 A.M. A motion was made by Phyllis Crosswell. It was 2nd by Janice Orlauski. Motion carried 8-0.

Roll Call: Aye: John Belzer, Albert Rice, Phyllis Crosswell, Bill Haley, Jeanni Pruitt, Shirley Gregory, Sally Murphy, Janice Orlauski, Ed Bolt

Nay: None.

Date 3/14/2023

Chairman John A. Belzer



Entity Payment Report

02/01/2023 - 02/28/2023

Payment Date	Name	Payment Type	Receipt #	Payment Amount
2/28/2023	SHAWMPTON CANNABIS CO	Check	1982	1,500.00
2/28/2023	LARRY MITCHELL & MATHEW CASSEL	Check	1981	776.00
2/28/2023	KENNETH & RETA SPARKS	Check	1980	776.00
2/28/2023	JOHN & SANDRA FANELLI	Cash	1979	15.00
2/27/2023	JERRY L MUSE	Cash	1978	15.00
2/27/2023	MATTHEWS PLUMBING AND UTILITIES	Check	1976	75.00
2/27/2023	KENNETH WEST & LORA DAVIS	Check	1975	776.00
2/27/2023	OKLAHOMA ELECTRICAL SUPPLY COMPANY	Check	1974	75.00
2/27/2023	STATE SERVICE PLGB	IBX CC	1977	100.00
2/27/2023	CRACKERBARRELL OLD COUNTRY STORE INC.	IBX CC	1973	450.00
2/27/2023	CLARITY TELECOM, LLC dba BLUEPEAK	IBX CC	1971	50.00
2/27/2023	CLARITY TELECOM LLC DBA BLUEPEAK FIBER	IBX CC	1972	50.00
2/24/2023	TERRELL ELECTRIC	Check	1970	75.00
2/23/2023	HAYES ELECTRIC INC	Check	1969	75.00
2/23/2023	STEVEN D WOTHERSPOON	Check	1968	15.00

2/23/2023	MJ CANNON LLC	Check	1967	1,776.00
2/23/2023	ONE 8 ELECTRIC	Check	1965	75.00
2/23/2023	HAROLD HECK	Cash	1964	15.00
2/23/2023	JACKSON ELECTRICAL CONSTRUCTION	IBX CC	1963	100.00
2/23/2023	FRANK SIMS	IBX CC	1966	776.00
2/22/2023	WEC ELECTRICAL CONTRACTORS, INC	Check	1962	75.00
2/22/2023	ROSS ELECTRIC, INC	Check	1961	75.00
2/22/2023	BOSS ELECTRIC	Check	1959	75.00
2/22/2023	CHARLES & PATRICIA PRESCOTT	Check	1958	15.00
2/22/2023	SUPER DOLLAR	Cash	1957	50.00
2/22/2023	LAKESIDE WEDDING VENUE	Check	1956	776.00
2/22/2023	JOSHUA KOCH	Check	1955	1,851.00
2/22/2023	TRESSIA NUGENT	IBX CC	1960	15.00
2/21/2023	M & J CONTRACTORS LLC	Check	1953	75.00
2/21/2023	Epic Plumbing llc	IBX CC	1954	100.00
2/17/2023	L COTTRELL	Cash	1951	15.00
2/17/2023	HERITAGE HEALTH SERVICES dba RHEUMATOLOGY ASSOCIATES OF OKLAHOMA	Check	1950	50.00
2/17/2023	BLUE SPARK ELECTRIC	IBX CC	1952	75.00
2/16/2023	MARY BORUM	Check	1949	15.00
2/16/2023	STEVEN A TAYDUS	Check	1947	15.00
2/16/2023	REYNOLDSON COFFEE OKLAHOMA dba SCOOTERS COFFEE	IBX CC	1948	50.00
2/15/2023	MAYS SERVICES	IBX CC	1946	100.00
2/14/2023	ROBERT GILL	Cash	1944	776.00
2/14/2023	NUMBERS TEA	Check	1943	50.00

	COMPANY LLC DBA HTEAO			
2/14/2023	ERIC'S PLUMBING LLC	IBX CC	1945	100.00
2/13/2023	LINN'S PLUMBING, LLC	Check	1942	75.00
2/13/2023	AARON SALES & LEASE #C0661	Check	1941	15.00
2/10/2023	ED & BRENDA DODEN	Check	1939	15.00
2/10/2023	JASON AND DESI SHARP BRUMIT	IBX CC	1940	25.00
2/8/2023	ELEMENTS	Cash	1938	50.00
2/8/2023	H & H ELECTRIC	Check	1936	75.00
2/8/2023	FLATSAFE TORNADO SHELTERS	IBX CC	1937	150.00
2/7/2023	SPENCER HEAT & AIR LLC	Check	1933	100.00
2/7/2023	ROBERTS INDUSTRIAL & COMMERCIAL SERVICES	Check	1932	100.00
2/7/2023	RJ MARTIN NATIONAL CONTRACTING INC	IBX CC	1934	100.00
2/7/2023	CC MIDWEST MECHANICAL LLC	IBX CC	1935	75.00
2/6/2023	360 REFRIGERATION, LLC	IBX CC	1931	100.00
2/3/2023	DACUS HEAT & AIR LLC	Check	1928	75.00
2/3/2023	GREG RODGERS ELECTRICAL SERVICE	Check	1927	75.00
2/3/2023	BRIAN BURTON	IBX CC	1930	15.00
2/3/2023	CLARITY TELECOM, LLC dba BLUEPEAK FIBER	IBX CC	1929	15.00
2/2/2023	STEVE REESE	IBX CC	1926	25.00
2/2/2023	AG SOLAR LLC	IBX CC	1925	100.00
2/2/2023	SHAWNEE MEMORY CARE	IBX CC	1924	50.00

2/1/2023	AGEE FAMILY TRUST	Check	1923	1,851.00
2/1/2023	HOPKINS ELECTRIC	Check	1921	100.00
2/1/2023	KELLY & JANITA DAVIS	Check	1920	776.00
2/1/2023	MICHAEL KENSELL	Check	1918	776.00
2/1/2023	ELITE PIPING CONTRACTORS, INC	Check	1917	75.00
2/1/2023	CROWN ELECTRIC	Check	1916	75.00
2/1/2023	ON DEMAND RESTAURANT SERVICE LLC	Check	1915	75.00
2/1/2023	SHAWNEE FIT BODY BOOT CAMP	IBX CC	1922	50.00
2/1/2023	B & H CONSTRUCTION	IBX CC	1919	75.00
2/1/2023	AQUA PLUMBING SERVICES	IBX CC	1914	75.00
				17,081.00

Total Records: 69

3/2/2023



Monthly - City Clerk

02/01/2023 - 02/28/2023

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20230211	2/23/2023	B - Accessory Structure	1701 N BROADWAY	SUNRISE SHEDS	8X12	2,500	96	
20230198	2/21/2023	B - Accessory Structure	16624 STEVENS RD	Frankie Hudson	ACCESSORY BUILDING	55,000	2,400	\$54.50
20230164	2/10/2023	B - Accessory Structure	2705 N HARRISON AVE	POINEER LIBRARY SYSTEM	LIBRARY KIOSK	163,776	200	\$54.50
20230145	2/8/2023	B - Accessory Structure	16202 WALKER RD	TKO CONCRETE	NEW CONSTRUCTION	13,000	896	\$194.90
20230124	2/3/2023	B - Accessory Structure	1825 N PARK	ZAC LOWE	GARAGE	16,000	400	\$54.50
20230193	2/17/2023	B - Commercial - Add On	1029 E 39TH	KB ELECTRIC - KYE BOWDEN	ADD ON	175,000	6,205	\$1,555.75
20230163	2/10/2023	B - Commercial - Add On	304 W MAIN	SCOTT BROWN	GARAGE DOOR ADDITION	7,000	20,000	\$29.50
20230178	2/15/2023	B - Commercial - Remodel	101 S KICKAPOO	BROWN & SONS INC	REMODEL	7,000	18,000	\$29.50
20230165	2/13/2023	B - Commercial - Remodel	4409 N KICKAPOO	JEREMY HAIR / KATIE FROST	REMODEL	56,000	2,450	\$617.00
20230219	2/24/2023	B - Residential - New	903 W 7TH ST	AFFINITY CORPORATION / CITY OF SHAWNEE HOUSING AUTHORITY	DUPLEX	175,000	975	\$211.69
20230218	2/24/2023	B - Residential - New	901 W 7TH ST	AFFINITY CORPORATION / CITY OF SHAWNEE HOUSING	NEW CONSTRUCTION	175,000	975	\$211.69

				AUTHORITY				
20230196	2/21/2023	B - Residential - New	204 OUTLANDER WAY	Andy Hammons	RESIDENTIAL	330,000	2,402	\$1,239.93
20230192	2/17/2023	B - Residential - New	1418 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,947	\$1,143.24
20230191	2/17/2023	B - Residential - New	1416 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,817	\$1,115.61
20230160	2/9/2023	B - Residential - New	1404 E 7TH	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230159	2/9/2023	B - Residential - New	1402 E 7TH	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230158	2/9/2023	B - Residential - New	1400 E 7TH	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230157	2/9/2023	B - Residential - New	1131 E WALNUT STE 3	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230156	2/9/2023	B - Residential - New	1131 E WALNUT STE 2	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230155	2/9/2023	B - Residential - New	1131 E WALNUT	ACOCK	NEW CONSTRUCTION	74,000	867	\$188.74
20230154	2/9/2023	B - Residential - New	615 S PHILADELPHIA	ETHAN ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230153	2/9/2023	B - Residential - New	613 S PHILADELPHIA	ETHAN ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230152	2/9/2023	B - Residential - New	611 S PHILADELPHIA	ETHAN ACOCK	NEW CONSTRUCTION	74,000	867	\$188.74
20230134	2/6/2023	B - Residential - New	15219 SOUTH SCHOOL RD	TURNER & SON HOMES	NEW CONSTRUCTION	513,965	3,670	\$784.38
20230119	2/3/2023	B - Residential - New	4815 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,967	\$1,147.49
20230118	2/3/2023	B - Residential - New	1420 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	2,377	\$1,234.61
20230114	2/1/2023	B - Residential -	32407 HOMER LN	BRAD PERRY CONTRACTING	NEW CONSTRUCTION	250,000	4,000	\$854.50

		New						
20230187	2/16/2023	B - Residential - Remodel	704 N MINNESOTA AVE	RON & BECKY GRUNDEN	BATH TUB REMODEL	12,841	14	\$29.50
20230181	2/15/2023	B - Residential - Remodel	717 N TUCKER	BRETT DULMES	REMODEL	50,000	1,500	\$323.25
20230146	2/9/2023	B - Residential - Remodel	221 N TUCKER	LG CONTRACTING & BUILDING	CDBG PROJECT	0	0	
20230142	2/8/2023	B - Residential - Remodel	217 S DIXON	ALAN HAWKS	REMODEL	5,500	1,000	\$217.00
20230150	2/9/2023	B - Solar Panels	2105 N MINNESOTA	ADT SOLAR	NEW INSTALLATION	81,771	965	\$209.56
20230140	2/8/2023	B - Solar Panels	907 BUCK DR	AG SOLAR	NEW INSTALLATION	39,000	256	\$58.90
20230224	2/27/2023	B - Storm Shelter	33808 BELCHER RD	FLATSAFE	NEW INSTALLATION	0	0	\$29.50
20230180	2/15/2023	B - Storm Shelter	4605 GRACELANN	OKLAHOMA SHELTERS	STORM SHELTER	0	0	\$29.50
20230170	2/14/2023	B - Storm Shelter	103 MEADOWS LN	FLATSAFE TORNADO SHELTER	SHELTER	0	0	\$29.50
20230109	2/1/2023	B - Storm Shelter	1716 REGENCY CT	FLATSAFE TORNADO SHELTERS	NEW INSTALLATION	0	18	\$29.50
20230186	2/16/2023	B - Swimming Pool	1105 MORNING SIDE CT	KEITH BONNER	FIBERGLASS POOL	0	0	\$60.00
20230236	2/28/2023	E - Electrical	709 E 11TH	SELECT SERVICE ELECTRIC	REPLACE	0	0	\$54.50
20230234	2/28/2023	E - Electrical	217 W MIDLAND	RED RIVER ELECTRIC	NEW SERVICE	0	0	\$54.50
20230233	2/28/2023	E - Electrical	1209 E MAIN	RED RIVER ELECTRIC	NEW SERVICE	0	0	\$54.50
20230227	2/27/2023	E - Electrical	4409 N KICKAPOO	FULL SPEED ELECTRIC	REMODEL	0	0	\$54.50
20230216	2/24/2023	E - Electrical	1133 HYATT	BARNETT HOME SERVICES	BCW	0	0	\$54.50
20230212	2/23/2023	E - Electrical	500 W UNIVERSITY	ONE 8 ELECTRIC	plugs and lights	0	0	\$54.50
20230210	2/23/2023	E - Electrical	402 E MAIN ST	RODGERS ELECTRIC	REMODEL	0	0	\$229.50
20230209	2/23/2023	E - Electrical	5104 N HARRISON	JACKSON ELECTRICAL CONSTRUCTION	FIRE DAMAGE	0	0	\$54.50

				LLC				
20230203	2/22/2023	E - Electrical	716 W AYER ST	FARMERS ELECTRIC LLC	BRANCH CIRCUIT WIRING	0	0	\$104.50
20230184	2/16/2023	E - Electrical	3306 N KICKAPOO	ABOVE ALL ELECTRICAL SOLUTIONS LLC	SERVICE POLE	0	0	\$54.50
20230177	2/15/2023	E - Electrical	624 S BROADWAY	MAYS SERVICES	NEW SERVICE / TOTAL REWIRE	0	0	\$104.50
20230176	2/14/2023	E - Electrical	1321 E MAIN ST	BLUE SPARK ELECTRIC	REPAIR	0	0	\$54.50
20230151	2/9/2023	E - Electrical	2105 N MINNESOTA	ADT SOLAR	NEW INSTALLATION	81,771	965	\$54.50
20230144	2/8/2023	E - Electrical	2323 N HARRISON AVE	ADVANCED ELECTRIC INC	NEW SERVICE	0	0	\$54.50
20230141	2/8/2023	E - Electrical	907 BUCK DR	AG SOLAR	NEW INSTALLATION	39,000	256	\$54.50
20230138	2/7/2023	E - Electrical	4500 N KICKAPOO AVE	RJ MARTIN NATIONAL CONTRACTING INC	MISC WORK	0	0	\$54.50
20230135	2/7/2023	E - Electrical	16608 HIGHWAY 102	EIGHTTWENTY	NEW INSTALLATION	0	0	\$54.50
20230133	2/6/2023	E - Electrical	215 W 35TH	ABSOLUTE ELECTRICAL CONTRACTORS LLC	NEW SERVICE	0	0	\$104.50
20230129	2/6/2023	E - Electrical	4735 N KICKAPOO AVE	ADVANCE ELECTRIC, INC	BRANCH CIRCUIT WIRING	0	0	\$54.50
20230126	2/6/2023	E - Electrical	2524 N HARRISON AVE lot 32	GROVE ELECTRICAL SOLUTIONS	MOBILE HOME CONNECTION	0	0	\$54.50
20230111	2/1/2023	E - Electrical	4410 LILLY VALLEY	HOPKINS ELECTRIC COMPANY	SOLAR PANELS	0	0	\$54.50
20230220	2/24/2023	F - Burn Permit	1720 WILDWOOD	TODD JANDA	BURN PERMIT	0	0	\$29.50
20230213	2/23/2023	F - Burn Permit	33909 LAKE RD	LINDA NOWLIN	BURN PERMIT	0	0	\$29.50
20230188	2/17/2023	F - Burn Permit	4901 N KICKAPOO - 1490	COMMUNITY ART GALLERY - HOWARD S BAIRD	BON FIRE	0	0	\$29.50
20230168	2/13/2023	F - Burn Permit	1929 W BENEDICT ST	FRANKIE SPEARS	BURN PERMIT	0	0	\$29.50
20230123	2/3/2023	F - Burn	33904 LAKE RD	BOBBY HOLMES	BURN PERMIT	0	0	\$29.50

		Permit						
20230189	2/17/2023	F - Carnival / Fair	4901 N KICKAPOO - 1490	COMMUNITY ART GALLERY - HOWARD S BAIRD	RENAISSANCE FAIR	0	0	\$29.50
20230214	2/24/2023	F - Fire Suppression	2323 N HARRISON AVE	FIRETROL PROTECTION SYSTEMS	FIRE SPRINKLER SYSTEM INSTALL	0	0	\$204.50
20230120	2/3/2023	F - Flammable / Combustible Tank	2323 N HARRISON AVE	AMERCO REAL ESTATE	NEW INSTALLATION	0	0	\$104.50
20230237	2/28/2023	M - Mechanical	30 W KEN DEL DR	INTEGRATED HVAC	REPLACE CONDENSER	0	0	\$104.50
20230197	2/21/2023	M - Mechanical	1822 N UNION AVE	A-team htg & cooling	5 ton	0	0	\$104.50
20230179	2/15/2023	M - Mechanical	1819 N PENNSYLVANIA AVE	A-TEAM	CHANGE OUT	0	0	\$84.50
20230175	2/14/2023	M - Mechanical	52 NORTHRIDGE RD	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20230167	2/13/2023	M - Mechanical	21 NORTHRIDGE	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20230166	2/13/2023	M - Mechanical	600 W INDEPENENCE ST 1000	GREGGS CLIMATE CONTROL	GAS PRESSURE TEST	0	0	\$54.50
20230161	2/9/2023	M - Mechanical	1118 ARIANA ST	AIR COMVORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20230131	2/6/2023	M - Mechanical	1902 N HARRISON AVE	360 REFRIGERATION, LLC	CHANGE OUT	0	0	\$84.50
20230128	2/6/2023	M - Mechanical	2220 TIMBERS BLVD	SUNBELT HEATING AND AIR	NEW SYSTEM	0	0	\$64.50
20230127	2/6/2023	M - Mechanical	4735 N KICKAPOO AVE	CC MIDWEST MECHANICAL LLC	CHANGE OUT	0	0	\$124.50
20230125	2/6/2023	M - Mechanical	1314 WINDSOR PL	WATKINS HEAT AND AIR	GENERATOR	0	0	\$54.50
20230185	2/16/2023	O - Curb Cut, Driveway and Sidewalk	805 E GRANT	AC OWEN CONSTRUCTION	DRIVE APPROACH	0	0	\$50.00
20230148	2/9/2023	O - Curb Cut, Driveway and Sidewalk	600 SHAWNEE MALL DR	ZIEL CONSTRUCTION LLC	REPLACE	0	0	\$50.00
20230132	2/6/2023	O - Curb Cut	1019 N	JUAN CARLOS	REPLACE	0	0	\$50.00

		Driveway and Sidewalk	MCKINLEY	GARZA JR	EXISTING			
20230231	2/27/2023	O - Demolition and Moving	502 N LOUISA AVE	WADES SERVICES	DEMOLITION	0	0	\$50.00
20230230	2/27/2023	O - Demolition and Moving	521 S CHAPMAN	WADES SERVICES	ABATEMENT	0	0	
20230229	2/27/2023	O - Demolition and Moving	11 W DEWEY GARAGE APT.	WADES SERVICES	ABATEMENT	0	0	
20230228	2/27/2023	O - Demolition and Moving	11 W DEWEY	WADES SERVICES	ABATEMENT	0	0	
20230202	2/22/2023	O - Demolition and Moving	4731 N UNION	M&M WRECKING INC	DEMOLITION	0	0	\$50.00
20230172	2/14/2023	O - Demolition and Moving	7108 N HARRISON	M & M WRECKING	DEMOLITION	0	0	\$50.00
20230136	2/7/2023	O - Demolition and Moving	1124 E MAIN ST	MEIER AND SON DEMOLITION, LLC	DEMOLITION	0	0	\$50.00
20230183	2/15/2023	O - Paving Cut and Boring		B&H CONSTRUCTION	E 39TH ST & NORHRIDGE RD	0	0	\$60.00
20230182	2/15/2023	O - Paving Cut and Boring		B&H CONSTRUCTION	N PARK & RIDewood EAST TO BEARD & SOUTH TO HIGHLAND	0	0	
20230110	2/1/2023	O - Paving Cut and Boring	1420 N HARRISON	B&H Construction	BORE/STREET CUT	0	0	
20230223	2/27/2023	O - Sign	2131 N KICKAPOO	GENERAL LIGHTING & SIGN SERVICES, INC	REPLACE	3,000	9	\$50.00
20230222	2/27/2023	O - Sign	2131 N KICKAPOO	GENERAL LIGHTING & SIGN SERVICES, INC	REPLACE	3,000	34	\$50.00
20230221	2/27/2023	O - Sign	4850 SHAWNEE MISSION DR	GENERLIGHTING & SIGN SERVICES	WALL SIGN	3,000	120	\$100.00
20230217	2/24/2023	O - Sign		SIGN WORKS	40' monument	90,000	600	\$200.00
20230208	2/23/2023	O - Sign	4439 N HARRISON	GENERAL LIGHTING &	REFACE EXISTING	4,000	19	\$50.00

				SIGN SERVICES				
20230207	2/23/2023	O - Sign	4439 N HARRISON	GENERAL LIGHTING & SIGN SERVICES	REFACE EXISTING	4,000	19	\$50.00
20230206	2/23/2023	O - Sign	4439 N HARRISON	GENERAL LIGHTING & SIGN SERVICES	REFACE EXISTING	7,000	87	\$50.00
20230201	2/22/2023	O - Sign	1501 N HARRISON AVE	SUPERIOR NEON	RE-FACE	2,000	115	\$50.00
20230200	2/22/2023	O - Sign	1501 N HARRISON AVE	SUPERIOR NEON	RE-FACE	2,000	115	\$50.00
20230122	2/3/2023	O - Sign	125 W MACARTHUR	SIGN FACTORY LLC	WALL SIGN	1,500	0	\$50.00
20230121	2/3/2023	O - Sign		DOWNEY CONTRACTING	CITY PROJECT	27,600	60	
20230113	2/1/2023	O - Sign	125 W MACARTHUR	SIGN FACTORY LLC	WALL SIGN	1,500	0	\$50.00
20230112	2/1/2023	O - Sign	301 N BEARD	SIGN FACTORY LLC	NEW INSTALLATION	0	0	\$50.00
20230235	2/28/2023	P - Plumbing	4409 N KICKAPOO	COLE PLUMBING	REMODEL	0	0	\$54.50
20230232	2/28/2023	P - Plumbing	1221 E WALLACE	NEW AGE PLUMBING INC	NEW WATER LINE	0	0	\$54.50
20230225	2/27/2023	P - Plumbing	717 N MARKET	HOGUES HOMETOWN PLUMBING	REDO DRAIN LINES	0	0	\$54.50
20230215	2/24/2023	P - Plumbing	35 CHEROKEE	STANFIELD PLUMBING	CONVERTING ELEC STOVE TO GAS	0	0	\$54.50
20230205	2/23/2023	P - Plumbing	717 S BELL	DALE'S PLUMBING	PRESSURE TEST	0	0	\$54.50
20230204	2/23/2023	P - Plumbing	1320 E MAIN ST	DALE'S PLUMBING	PRESSURE TEST	0	0	\$54.50
20230199	2/21/2023	P - Plumbing	2323 N HARRISON AVE	Epic Plumbing	Misc. Plumbing	0	0	\$54.50
20230195	2/21/2023	P - Plumbing	2601 N PARK	All About Plumbing	Water Service	0	0	\$54.50
20230194	2/21/2023	P - Plumbing	713 N UNION AVE	Dales Plumbing	Sewer line replacment	0	0	\$54.50
20230174	2/14/2023	P - Plumbing	704 N MINNESOTA AVE	ERIC'S PLUMBING LLC	REMODEL	0	0	\$54.50
20230171	2/14/2023	P - Plumbing	4600 N KICKAPOO	STANFIELD PLUMBING	RELOCATE	0	0	\$54.50
20230162	2/10/2023	P - Plumbing	432 N WASHINGTON	DALES PLUMBING	GAS TEST	0	0	\$54.50

			AVE					
20230149	2/9/2023	P - Plumbing	217 W MIDLAND	JIMMY'S PLUMBING	REPAIR	0	0	\$54.50
20230147	2/9/2023	P - Plumbing	3903 N HARRISON	HI-TECH PLUMBING & LEAK DETECT	REPAIR	0	0	\$54.50
20230143	2/8/2023	P - Plumbing	1024 N BEARD	DALE'S PLUMBING	GAS LINE	0	0	\$54.50
20230139	2/7/2023	P - Plumbing	120 S CENTER AVE	COWBOYS PLUMBING	MISCELLANEOUS	0	0	\$54.50
20230137	2/7/2023	P - Plumbing	4850 SHAWNEE MISSION DR	ROBERTS INDUSTRIAL & COMMERCIAL SERVICES, INC	NEW INSTALLATION - GREEN HOUSE	0	0	\$54.50
20230130	2/6/2023	P - Plumbing	26 ARAPAHO	DALES PLUMBING	GAS TEST	0	0	\$54.50
20230117	2/2/2023	P - Plumbing	35 CHEROKEE	HI-TECH PLUMBING AND LEAK DETECT	DRAIN LINE REPAIR	0	0	\$54.50
20230226	2/27/2023	PC - Lot Split	4734 N KICKAPOO	RYAN CRUMLEY		0	0	\$75.00
20230115	2/2/2023	PC - Plat - Final		J.C. WOODS INVESTMENTS, LLC	FINAL PLAT	0	0	\$349.00
20230116	2/2/2023	PC - Zoning Change	731 N KICKAPOO	HAYDEN STANFIELD	REZONE -	0	0	
								\$21,162.66

Total Records: 126

3/2/2023

**Shawnee Twin Lakes Cabin Site Leases
Summary Report – For Renewals & Transfers**

Date: 3/20/2023	License No.: 5695
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	3/20/2023
Property Address	15109 Eckel Rd
Lake Site Location	Eckel Tract Lot 11
Lease Dates	03/20/2023 - 03/19/2053
Lease Fee	\$776.00
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No
Lessee (Transfer To)	
Name(s)	MJ Cannon, LLC
Address	15609 Nickens Rd, Shawnee, OK 74801
Email	mjcannon@sbcglobal.net
Phone	405.760.9072
Current Lessee (Transfer From)	
Name(s)	Simco Investments, LTD
Address	PO Box 3815, Shawnee, OK 74802-3815
Email	frank@franksims.com
Phone	
Inspection Information	
Inspection Required	☐ Yes ☒ No
DEQ Report on File	☐ Yes ☒ No
Type of Septic	☐ Conventional ☐ Aerobic
Last Inspected / Pumped	
Miscellaneous Comments	Empty lot
Fees Collected	\$1776.00 Rec #1967



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE # 5695 TRACT NAME Eckel LOT # 11

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 03/20/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MJ CANNON LLC,
15609 NICKENS RD
SHAWNEE, OK 74802-3815

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$776.00** dollars for **2023**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15109 ECKEL RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

**Shawnee Twin Lakes Cabin Site Leases
Summary Report – For Renewals & Transfers**

Date: 3/20/2023	License No.: 5689
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	03/20/2023
Property Address	15305 Perry Rd
Lake Site Location	Coffman Tract Lot 6
Lease Dates	03/20/2023
Lease Fee	03/19/2053
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Joshua Koch
Address	15379 Walker Rd, Shawnee, OK 74801
Email	kochdc@yahoo.com
Phone	405.620.3547 / 405.305.7802
Current Lessee (Transfer From)	
Name(s)	Brian & Shelly Cornish
Address	15305 Perry Rd, Shawnee, OK 74801
Email	hondabrian@gmail.com
Phone	405.640.7372 / 405.640.9970
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	06/20/2018
Miscellaneous Comments	
Fees Collected	\$1851.00 - Rec 1955 - 2.22.2023



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE #5689 **TRACT NAME**Coffman **LOT #**6

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 03/20/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JOSHUA KOCH,
15379 WALKER RD
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$776.00** dollars for **2023**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15305 PERRY RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

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All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

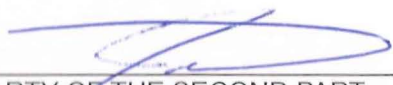
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Approve Change Order No. 1 for Woodland Veterans Park Project.

Background: The Woodland Veterans Park Project contract was originally set to encompass 300 calendar days, finishing on July 16, 2023.

The contractor ordered stone blocks for the stage structure, and the original delivery date was set for early February of 2023. The schedule has since been revised, and the delivery is now set for late March of 2023. Because of this material delay, the contractor has asked for an additional 32 days of contract time. In addition to the material delay, there have been 14 adverse weather days since construction began.

This change order adds 46 calendar days to the original contract end date. The new completion date will be August 28, 2023. The change order does not add any additional cost to the contract.

Financial Impact: N/A

Attachments: Change Order

Staff Recommendation: Approval of the item.



**SHAWNEE WOODLAND VETERANS PARK
CHANGE ORDER**

POTENTIAL

S. Center Street, Shawnee, OK 74801

Project No. C-21-03C2

Date: 03/01/2023

CO Number: 001

Subject: Weather Days &
Block Delay Days

Source of Funding: N/A

Description:

- There have been 14 Adverse Weather Days to date on the project. These will be added to the original 300 Day Contract.
- The original date for the delivery of the block was to be the beginning of February, and the new delivery date is the last week of March. There will be 32 Days granted for the block delay. These will be added to the original 300 Day Contract.
- There will be a total of 46 Calendar Days added to the original contract date. The new completion date is August 28, 2023.

Days Requested: 52 Days

- Original Completion Date July 16, 2023
- Adverse Weather Days 14 Days
- Block Delivery Delay Days 32 Days
- New Completion Date August 28, 2023

Change Order Amount: No Change

Approved By (signature):

Owner:

Seth Barkhimer, City of Shawnee

Architect:

Geoff Evans, PDG

03-01-2023

Contractor:

Day Zimbelman, Downey Contracting



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Approve Change Order No. 1 for KidSpace Park Project.

Background: The KidSpace Park Project contract was originally set to encompass 300 calendar days, finishing on March 7, 2023.

The contractor ordered stone blocks for a structural element, and the original delivery date was set for early February of 2023. The schedule has since been revised, and the delivery is now set for late March of 2023. Because of this material delay, the contractor has asked for an additional 32 days of contract time. In addition to the material delay, there have been 20 adverse weather days since construction began.

This change order adds 52 calendar days to the original contract end date. The new completion date will be April 28, 2023. The change order does not add any additional cost to the contract.

Financial Impact: N/A

Attachments: Change Order

Staff Recommendation: Approval of the item.



SHAWNEE KID SPACE PARK
S. Center Street, Shawnee, OK 74801

POTENTIAL CHANGE ORDER

Project No. C-21-03C1

Date: 02/24/2023

CO Number: 001

Subject: Weather Days &
Block Delay Days

Source of Funding: N/A

Description:

- There have been 20 Adverse Weather Days to date on the project. These will be added to the original 300 Day Contract.
- The original date for the delivery of the block was to be the beginning of February, and the new delivery date is the last week of March. There will be 32 Days granted for the block delay. These will be added to the original 300 Day Contract.
- There will be a total of 52 Calendar Days added to the original contract date. The new completion date is April 28, 2023.

Days Requested: 52 Days

- Original Completion Date March 7, 2023
- Adverse Weather Days 20 Days
- Block Delivery Delay Days 32 Days
- New Completion Date April 28, 2023

Change Order Amount: No Change

Approved By (signature):

Owner:

Seth Barkhimer, City of Shawnee

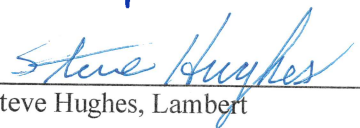
Architect:



Geoff Evans, PDG

03-01-2023

Contractor:



Steve Hughes, Lambert

3-1-23



AGREEMENT FOR BEAUTIFICATION SERVICES
FOR
CITY OF SHAWNEE

This contract, made and entered into this _____ day of _____, 2023, between the City of Shawnee, Oklahoma, hereinafter referred to as “City” and South Central Industries, Inc., 130 N. Louisa, Shawnee, Oklahoma, hereinafter referred to as “Contractor.”

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish the trash removal service AND janitorial services (*) at the following locations:

1. Boy Scout Park (M-F) *
2. Kidspace Park (M-F) *
3. Dean Weigant Park (M-F) *
4. Woodland Veterans Park (M-F)
5. Community Center Park (T & Th)
6. Dunbar Park (T & Th)
7. Milstead Park (T & Th)
8. Lilac Park (T & Th)
9. Larch-Miller Park (T & Th)
10. Redbud Park (T & Th)
11. Wildwood Park (T & Th)
12. Rosedale Park (T & Th)
13. Rose Garden Park (T & Th)
14. Optimist Park (T & Th)
15. Mihura Park (T & Th)
16. Lion’s Ballfield (T & Th)
17. Lion’s Park (T & Th)
18. Sister City Park (T & Th)
19. Mary Maxine Williamson Dog Park (T & Th)
20. Strickland Park (T & Th)
21. Jefferson Circle Neighborhood Park (T & Th)
22. Centennial Park (Santa Fe Depot) (T & Th)
23. Celebration of Life Park (T & Th)

NOW THEREFORE, in consideration of the mutual agreement and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from March 1, 2023, to November 30, 2023.
At the end of this 9 month term, the City may continue the contract for the

succeeding fiscal year or discontinue the contract with no penalty upon ninety (90) days written notice to the Contractor at any time.

2. The city agrees to pay, and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$6,750.00 (Six-Thousand Seven Hundred & Fifty dollars and no/100) per month to South Central Industries, Inc., PO Box 3766, Shawnee, OK 74802.
3. The Contractor agrees to supply a minimum of one (1) job coach and two (2) clients to perform tasks. Following special events and weekends the Contractor agrees to supply additional staffing to meet the need of the agreed upon terms of specification.
4. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
5. Contractor shall not assign this contract to another party, company, partnership, or corporation without specific approval in writing from the City.
6. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
7. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits, and conditions of which shall be acceptable to the City.
8. The Contractor shall furnish transportation for its workers to and from the various locations and transport trash to dumpsters at various locations.
9. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the Schedule of Services. Contractor will provide the following janitorial services at the * locations: hosing down restrooms, scrubbing toilets, stocking products provided by The City and removing trash.
10. It is agreed this agreement shall not be construed as a joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this _____ day of _____, 2023.

CITY OF SHAWNEE, OKLAHOMA

ATTEST:

BY: _____
Andrea Weckmueller-Behringer
CITY MANAGER

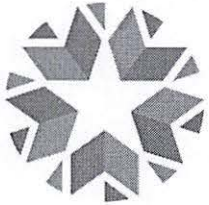
BY: _____
Lisa Lasyone, CMC
CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.

ATTEST:

BY: _____
Tina Hanna
EXECUTIVE DIRECTOR

Niki McGuire
NOTARY PUBLIC
(seal)



OKLAHOMA Tax Commission

Business Tax Services
March 2, 2023

City of Shawnee
Attn: City Clerk
PO Box 1448
Shawnee, OK 74802-1448

Dear Clerk,

Enclosed please find the agreement for collecting your new Sales and Use Tax of 4%, effective April 1, 2023.

We are enclosing an original copy each of the Agreement for Administration of the Sales and Use Tax Ordinances. Please complete all blanks on pages of the agreement and have the proper officials' sign on the lines designated. Also, affix the corporate seal. (The "as of date" on page one is the date you sign it)

Upon completion, the agreement to this Division, for acceptance and approval by the Tax Commission. The fully executed copy of the Agreement will be returned to you for your files. Please mail to:

Oklahoma Tax Commission
Attn: Dave Francis, BTS
Oklahoma City, OK 73194

We request that you give these matters your immediate attention. If you have any questions, please feel free to contact this office at the address below or at (405) 522-6600.

Your new rate is scheduled, any delay in this agreement being completed will not delay your rate from going in to effect April 1st.

David Francis
Manager / Business Tax Services
(405) 522-6600
dfrancis@tax.ok.gov

AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE
ACTIVITIES BY THE CITY/TOWN OF

THIS AGREEMENT is entered into this ____ day of _____, ____ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of _____, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of four percent (4%) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same

meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

- B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,
- (b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,
- (c) consulting with municipalities concerns and trends with respect to local taxes,
- (d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,
- (e) coordinating the provision by the Commission to municipalities of information and
- (f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local use

tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on

behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars (\$2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the

Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the

municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars (\$2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities **shall not include** the following activities, over which the Tax Commission shall have sole authority:

- a. Registering new taxpayer accounts,
- b. Issuing and administering taxpayer permits,
- c. Receiving returns,
- d. Receiving remittances of sales and use taxes,
- e. Issuing assessments,
- f. Conducting hearings under Section 212 of Title 68,
- g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
- h. Revoking permits,
- i. Taking legal action to close a business,
- j. Issuing refunds and credits,
- k. Managing audits, and
- l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following

documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;
2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and
3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as

provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from April 1, 2023 until April 1, 2026, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

A Municipal Corporation

Mayor

Shelly Paulk
Shelly L. Paulk, Chairman

Mark A. Wood
Mark A. Wood, Vice-Chairman

ATTEST: (CITY SEAL)

Municipal Clerk

Charles T. Prater
Charles T. Prater, Secretary

ATTEST: (STATE SEAL)

Assistant Secretary – OTC

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

City Attorney

EXHIBIT A

Retention Fee = 0%



Proclamation

“American Red Cross Month”

Whereas, March is American Red Cross Month, a special time to recognize and thank our Everyday Heroes, those who perform extraordinary acts of service by reaching out to help people in need; and

Whereas, for over 141 years, the American Red Cross, through its strong network of volunteers, donors, and partners, is always there in times of need to protect life and health and to ensure respect for all people; and

Whereas, the American Red Cross does not discriminate as to nationality, race, religious beliefs, class, or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress; and

Whereas, we would like to remember our heroes here in Shawnee who work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They provide round-the-clock support to members of the military, veterans, and their families, and teach lifesaving classes in CPR, aquatics safety, and first aid; and

Whereas, across the country and around the world, the American Red Cross responds to disasters, including the most recent tornadoes in Oklahoma and more specifically in Pottawatomie County; ready to provide food, shelter, and emergency supplies; and

Whereas, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money, and blood to fulfill its humanitarian mission.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the month of March 2023, to be

“American Red Cross Month”

In the City of Shawnee, Oklahoma
Dated this 20th day of March, 2023

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk



Proclamation

“National Public Safety Telecommunications Week”

Whereas, every year since 1981, the second week of April has been set aside to honor telecommunications personnel in the public safety community who dedicate their lives to serving the public; and

Whereas, emergencies can occur at any time and require police, fire, or emergency medical services. When an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Shawnee; and

Whereas, Public Safety Telecommunicators of the City of Shawnee processed 29,287 calls to 9-1-1 and dispatched 66,406 units for service, and the details of those calls are critical to the emergency personnel who respond. Public Safety Telecommunicators work to establish an accurate location and other vital information necessary for a prompt and prepared emergency response and for the safety of emergency personnel; and

Whereas, over the past year, Public Safety Telecommunicators of the City of Shawnee Communications Center have contributed substantially to the apprehension of criminals, the suppression of fires, and the treatment of patients while exhibiting compassion, understanding, and professionalism during their performance; and

Whereas, it is fitting and proper that we formally recognize the City of Shawnee’s Public Safety Telecommunicators and Public Safety Telecommunicators throughout Pottawatomie County for the work they do every day to protect our community. Their diligent efforts ensure that help is on the way when our citizens need it most.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of April 9 - 15, 2023, to be

“National Public Safety Telecommunications Week”

In the City of Shawnee, Oklahoma
Dated this 20th day of March, 2023

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Subject: Declaration that an emergency exists pursuant to 61 O.S. § 130 and authorization for an emergency repair of the wastewater main on Chicago Street, between Broadway Avenue and Bell Avenue, in an amount not to exceed \$72,400.00.

Background: Staff has discovered a collapsed wastewater main on Chicago Street between Broadway Avenue and Bell Avenue.

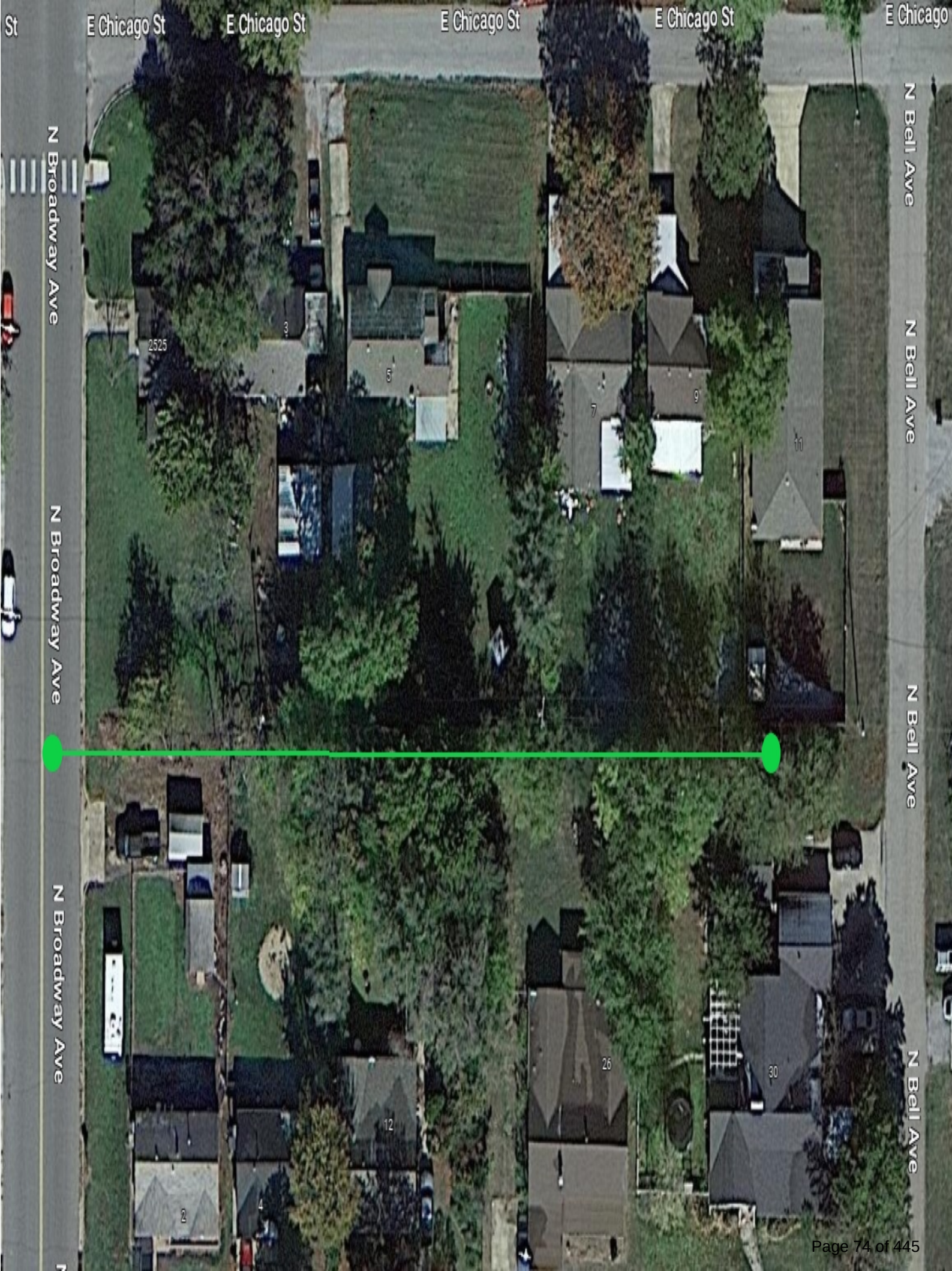
Due to the severity, location, potential of property damage, as well as extreme, dangerous sanitary sewer overflow possibilities, staff is requesting to forego the standard bidding procedures and complete repairs as soon as possible. Repairs will, at a minimum, include the following:

- Removal of approximately 365' of 8" clay piping
- Installation of approximately 365' of 8" HDPE SDR17
- 11 service connections
- 2 manhole rehabilitations
- CCTV
- Sod/seed as needed
- Spoil removal

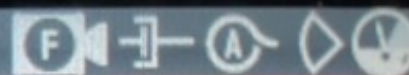
Financial Impact: \$72,400, funded through Shawnee Municipal Authority, Sewer Collection, Capital Outlay-Equipment, 501-5-1070-54500

Attachments: E Chicago Pipe Burst Location Map, E Chicago CCTV Image, Pipe Bursting Quotes

Staff Recommendation: Approval of the item



6 ft / 97.46 ft



City of Shawnee

-2.66 "

89 "F

2023-02-13 19:37:33
97.46 ft 97.46 ft

Resume
Recording

Stop
Recording

Select
File



QUOTE

Jordan Contactors Inc.

DATE: 2/15/23

123 S Broadway, Tecumseh, OK, 74873
Phone: 405-598-2169 Fax 405-598-2160
admin@jordancontractors.us

TO CITY OF SHAWNEE

RE: Pipe Burst 8" Sewer Line behind 5 E Chicago St and between N Broadway Ave and N Bell Ave

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
365 LF	Pipe Burst 8" HDPE SDR17		\$58,400.00
11 EA	Sewer Service Connection (assumed 11 connections, unit price given for services found on cctv)	\$1,000.00	\$11,000.00
14 VF	Manhole Rehab (2 Manholes, expected 14 VF) if needed		\$3,000.00
	Includes: Pre/Post CCTV, mobilization, point repair of collapsed line, haul off of spoils, clean up, sod or seed of disturbed area as needed.		
SUBTOTAL			\$72,400.00
SALES TAX			
TOTAL			\$72,400.00

Quotation prepared by: John Jordan

This is a quotation on the goods named, subject to the conditions noted below: See above description.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Proposal

Date: February 15, 2023
Engineer: N/A
Page: 1 of 1

We propose hereby to furnish material and labor - complete in accordance with specifications, for the sum of: \$ 91,635.00

Acceptance of Proposal: _____ Date: _____



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023

To: Board of City Commissioners

From: Andrea Weckmueller-Behringer, City Manager

Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending the Charter of the City of Shawnee, Oklahoma, Article III, Section 2, Article XIV, Section 3, and Article XIV, Section 5 to provide for ward specific voting; amending the Charter of the City of Shawnee, Oklahoma, Article XV, Section 2, regarding the competitive bidding requirements comporting to state law; amending the Charter of the City of Shawnee, Oklahoma, Article III, Section 4, and Article III, Section 6 to establish the timing for the swearing-in of the Mayor and Commissioners; repealing the Charter of the City of Shawnee, Oklahoma, Article V, Section 8 to remove residency and citizenship qualification requirements for City employees; amending the Charter of the City of Shawnee, Oklahoma, Article XVI, Section 1, to clarify the rules regarding conflict of interest policy for Commissioners and City employees or officers to comport with state law; repealing the Charter of the City of Shawnee, Oklahoma, Article IX, Section 1 which pertains to Shawnee Twin Lakes regulations which already exist within City ordinances and resolutions; amending the Charter of the City of Shawnee, Oklahoma, Article XII, Section 6(B) clarifying the Cemetery Perpetual Care Fund shall follow all applicable state law; and also providing for severability, codification, and repealer.

Background: A municipal charter is a foundational document that defines the organization, powers, functions, and essential procedures of a city government. It is comparable to the Constitution of the United States or a state's constitution. The charter is, therefore, the most important legal document of a city.

In Oklahoma, any city or town containing a population of two thousand (2,000) inhabitants or more may adopt a charter for its own government. Oklahoma State law also requires a vote of the citizens to adopt or amend a city or town charter. In 1908, the City of Shawnee adopted its first Charter. Since then, the Charter language has been amended several times. The most recent Charter election took place in 2018.

As State or Federal laws or the City of Shawnee change, the language of the City Charter may no longer reflect the roles, responsibilities, or requirements of the City government or the concerns of the citizens. It is therefore important to regularly review the City Charter to ensure that inconsistencies or discrepancies are addressed. A recent review of the City of Shawnee Charter revealed the need for seven Charter amendments, which are proposed for consideration and individual approval of separate propositions by Shawnee voters:

- **Proposition 1: Ward-Specific Voting for Commissioners** - Current Charter language calls for a City Commissioner to be nominated from the Ward in which he or she resides, and the Commissioner is then elected by vote of the City at large. Citizens and elected officials proposed this amendment to determine if the citizens of Shawnee would prefer to have only Ward residents elect the Commissioner representing that specific Ward.
This amendment would affect Article III, Section 2 and Article XIV, Sections 3 and 5 of the Charter.
 - If approved, residents of the individual Ward, registered to vote, will have the opportunity to vote for the Commissioner they wish to represent their specific Ward.
- **Proposition 2: Streamlining the Bidding Process** - Current Charter language requires contractors and vendors to comply with local procedures not necessarily required by the State of Oklahoma. By aligning the City procedures with State law, the contractors' and vendors' familiarity with the common process will save time and money.
This amendment would affect Article XV, Section 2 of the Charter.
 - If approved, this amendment will align the City's competitive bidding requirements with those required by the State of Oklahoma, providing procedural clarity.
- **Proposition 3: Clarifying Start Date for Newly-elected Mayor and Commissioners** - Current Charter language requires the swearing-in of newly-elected Mayors and Commissioners on a specific date that does not always coincide with the dates of regularly scheduled City Commission meetings.
This amendment would affect Article III, Sections 4 and 6 of the Charter.
 - If approved, this amendment will adjust the term of office for a newly-elected official to start on the first regularly scheduled City Commission meeting following the election certification.
- **Proposition 4: Updating Requirements for City Employees** - Current Charter language conflicts with State and Federal employment regulations and laws.
This amendment would affect Article V, Section 8 of the Charter.
 - If approved, this amendment will expand employment prospects and align the City's employment requirements with State and Federal laws.
- **Proposition 5: Aligning Conflict-of-Interest Policies** - Current Charter language differs from the requirements established by State law.
This amendment would affect Article XVI, Section 1 of the Charter.
 - If approved, this amendment will align the City's requirements for Commissioners, City officers, and employees with those established by State law.
- **Proposition 6: Updating the Recreational Use Policy for Shawnee Twin Lakes** - Current Charter language related to swimming, water skiing, surfboard riding, and other water recreation sports conflicts with Shawnee Twin Lakes related City codes, most recently updated in March 2022 following the conclusion of an in-depth review by the Lake Advisory Committee.
This amendment would affect Article IX, Section 1 of the Charter.
 - If approved, this amendment will align the Charter with adopted City codes regulating recreational activities on the Shawnee Twin Lakes.

- **Proposition 7: Updating the Policy for Cemetery Perpetual Care** - Current Charter language regarding the management of revenues generated at the municipal cemetery for Perpetual Care Funds differs from requirements established by State law. *This amendment would affect Article XII, Section 6(b) of the Charter.*
 - If approved, this amendment will align the Charter with Oklahoma State law regarding the management of Perpetual Care Funds for the Fairview Cemetery.

It is important to note that, apart from the special election itself, the proposed Charter changes will not incur any costs for City of Shawnee residents, as the amendments are intended to streamline procedures, thereby reducing cost and increasing efficiencies for the City.

The special election will be held on June 13, 2023. The Charter amendments that are approved by the majority of voters will be submitted to the Governor for review. Upon gubernatorial approval, the new language will become the governing law of the City of Shawnee and replace existing Charter language.

Financial Impact: Estimated cost of \$7,500, from the General Fund, City Clerk, Elections, 001-5-0330-53080

Attachments: Charter Amendment Ordinance

Staff Recommendation: Approval of the item

ORDINANCE NO. _____ NS

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, ARTICLE III, SECTION 2, ARTICLE XIV, SECTION 3, AND ARTICLE XIV, SECTION 5 TO PROVIDE FOR WARD SPECIFIC VOTING; AMENDING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA ARTICLE XV, SECTION 2, REGARDING THE COMPETITIVE BIDDING REQUIREMENTS COMPORTING TO STATE LAW; AMENDING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, ARTICLE III, SECTION 4, AND ARTICLE III SECTION 6 TO ESTABLISH THE TIMING FOR THE SWEARING-IN OF THE MAYOR AND COMMISSIONERS; REPEALING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, ARTICLE V, SECTION 8 TO REMOVE RESIDENCY AND CITIZENSHIP QUALIFICATION REQUIREMENTS FOR CITY EMPLOYEES; AMENDING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, ARTICLE XVI, SECTION 1, TO CLARIFY THE RULES REGARDING CONFLICT OF INTEREST POLICY FOR COMMISSIONERS AND CITY EMPLOYEES OR OFFICERS TO COMPORT WITH STATE LAW; REPEALING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, ARTICLE IX, SECTION 1 WHICH PERTAINS TO SHAWNEE TWIN LAKES REGULATIONS WHICH ALREADY EXIST WITHIN CITY ORDINANCES AND RESOLUTIONS; AMENDING THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, ARTICLE XII, SECTION 6(B) CLARIFYING THE CEMETERY PERPETUAL CARE FUND SHALL FOLLOW ALL APPLICABLE STATE LAW; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER.

WHEREAS, in response to requests from citizens, the business community, and individual Commissioners, the Shawnee City Commission has requested a review of specific provisions of the Shawnee City Charter (“City Charter”); and

WHEREAS, the City of Shawnee staff has conducted a thorough review and investigation into the City Charter and presented seven (7) recommendations for amendments to the City Charter to the City Commission; and

WHEREAS, on March 20, 2023 the City Commission voted affirmatively to place seven (7) recommendations on an election ballot for consideration by the voters; and

WHEREAS, pursuant to the provisions of Article XIV, Section 19, of the City Charter, the proposed amendments must be submitted to the registered voters of the City of Shawnee for their approval before the same become effective.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

The Mayor of the City of Shawnee is hereby authorized and directed to call a special election to be held in the City on the 13th day of June, 2023, for the purpose of submitting to the registered

voters of the City of Shawnee the various proposed amendments to the Charter of said City, to-wit:

Section 1: AMENDATORY: Article III, Section 2 of the Charter to the City of Shawnee—Composition of Board of Commissioners; nomination and election of Commissioners shall be amended to read as follows:

The Board of Commissioners shall constitute the governing body of the City. It shall consist of a Mayor, who shall be elected from the City at large; and of six (6) additional Commissioners, each of whom shall file for office from the ward in which the candidate resides and, shall be voted on by the qualified voters in the candidate's specific ward.

Section 2: AMENDATORY: Article III, Section 4 of the Charter to the City of Shawnee – Terms of office of Mayor and Commissioners shall be amended to read as follows:

Upon election the Mayor and Commissioners shall serve a four (4) year term or until a successor is elected and qualified for a specific seat on the Board of Commissioners. The terms of office of Mayor and Commissioners shall begin with the first regularly scheduled meeting of the Board of Commissioners following the certification of the results of the general election, or runoff election as applicable. The terms of office of those Commissioners or the Mayor elected to fill vacancies at a special election, as provided in Article VIII hereof, shall begin with the first regularly scheduled meeting of the Board of Commissioners following the official results of the special election.

(Ord. No. 2465NS, § 1, 12-5-2011; Ord. No. 2626NS, § 1, 3-4-2018)

Section 3: AMENDATORY: Article III, Section 6 of the Charter to the City of Shawnee – Vice-Mayor shall be amended to read as follows:

The Board of Commissioners shall appoint one (1) of its members Vice-Mayor for a term of one (1) year at the first regularly scheduled meeting of the Board of Commissioners in the month following the general election or runoff election, if applicable that particular year, or on the first regularly scheduled meeting of the Board of Commissioners in July in years without an election. The Vice-Mayor shall act as Mayor during the absence of the Mayor. If the office of Mayor becomes vacant, then the Vice-Mayor shall serve as Mayor until the next general or special municipal election, and until a new Mayor is elected and qualified. Provided, where the office of Mayor becomes vacant and the Vice-Mayor serves as Mayor until the next general or special election, the Commissioner's seat held by the Vice-Mayor shall not be deemed vacant. The Vice-Mayor shall have no authority to make appointments or remove officers appointed by the Mayor, except where a vacancy exists in the office of Mayor and the Vice-Mayor is serving as Mayor until the election of a successor.

(Ord. No. 2465NS, § 2, 12-5-2011; Ord. No. 2626NS, § 2, 3-4-2018)

Section 4: REPEALER: Article V, Section 8 of the Charter to the City of Shawnee – Qualifications for city employees shall be repealed in its entirety:

Section 5: REPEALER: Article IX, Section 1 of the Charter to the City of Shawnee – Swimming, water skiing and surfboard riding in and on the Shawnee Twin Lakes shall be repealed in its entirety:

Section 6: AMENDATORY: Article XII, Section 6(b) of the Charter to the City of Shawnee – Audits; maintenance of funds; limitations on use of certain funds shall be amended to read as follows:

- (b) The City of Shawnee shall abide by all Oklahoma statutes and regulations regarding cemetery perpetual care fund requirements as they relate to municipalities.

...

State law reference(s)—Perpetual care funds, 36 O.S. § 7101 et seq.; annual audit of books and accounts, 11 O.S. § 17-105 et seq.; funds generally, 11 O.S. § 17-212; trusts for perpetual care, 11 O.S. § 26-201 et seq.

Section 7: AMENDATORY: Article XIV, Section 3 of the Charter to the City of Shawnee – Nominees shall be amended to read as follows:

In the general election where three (3) or more candidates have filed for the same office, the two (2) candidates receiving the greatest number of votes for that office shall be nominated to stand in the general runoff election. If one (1) candidate receives a majority of all votes cast at the general election for that office that candidate is *ipso facto* elected thereto. The candidate shall be issued a certificate of election and the candidate's name shall not appear upon the general runoff election ballot. In case of a tie at the general runoff election, the elected candidate shall be determined by the flip of a coin. If one (1) of the two (2) candidates nominated for the general runoff election dies, removes from the city or from the ward, or withdraws before the general runoff election, the remaining candidate is elected *ipso facto*. The candidate shall be issued a certificate of election and the candidate's name shall not appear upon the general runoff election ballot.

(Ord. No. 1899NS, § 2, 10-5-1998)

Section 8: AMENDATORY: Article XIV, Section 5 of the Charter to the City of Shawnee – Qualification of voters shall be amended to read as follows:

In either the general or general runoff election provided for hereunder, only such persons shall be qualified to vote as electors therein as are qualified and registered under the general statutes of Oklahoma providing for qualification and registration of electors, and only such electors as are residents of the City of Shawnee. All such qualified and registered electors residing in the City of Shawnee may vote for the position of Mayor in the general or general runoff election. All such qualified and registered electors residing in a specific ward may vote for the position of Commissioner running for election in that specific ward.

(Ord. No. 1899NS, § 4, 10-5-1998)

State law reference(s)—Voter registration, 26 O.S. § 4-101 et seq.

Section 9: AMENDATORY: Article XV, Section 2 of the Charter to the City of Shawnee – Bidding requirements shall be amended to read as follows:

The City of Shawnee shall abide by all Oklahoma statutes and regulations regarding competitive bidding requirements as they relate to municipalities.

State law reference(s)—Public competitive bidding act of 1974, 61 O.S. § 101 et seq.

Section 10: AMENDATORY: Article XVI, Section 1 of the Charter to the City of Shawnee – Commissioners not to hold public employment; City officer and employees not to be interested in City contracts shall be amended to read as follows:

The City of Shawnee shall abide by all Oklahoma statutes and regulations regarding conflict of interest policies for Commissioners, City employees, and City officers.

State law reference(s) – 11 O.S. § 8-106 and 8-113.

Section 11: That the remaining portions of the Articles and Sections referred to herein shall remain unchanged.

Section 12: That the amendments of the City Charter proposed herein shall be effective as provided by Law.

Section 13: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, clause, phrase, provision, or other portion of this Ordinance shall be held invalid, the decision of a court of competent jurisdiction, such a holding shall not affect or impair the validity of any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this 20th day of March, 2023.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 20th day of March, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consider and take action with respect to a resolution authorizing the calling and holding of a special election in the City of Shawnee, State of Oklahoma (the "City"), on the 13th day of June, 2023, for the purpose of submitting to the registered qualified electors of said City the questions of approval or rejection of an ordinance of the City relating to City charter amendments, as more specifically set out in an ordinance of said City; and containing other provisions related thereto.

Background: A municipal charter is a foundational document that defines the organization, powers, functions, and essential procedures of a city government. It is comparable to the Constitution of the United States or a state's constitution. The charter is, therefore, the most important legal document of a city.

In Oklahoma, any city or town containing a population of two thousand (2,000) inhabitants or more may adopt a charter for its own government. Oklahoma State law also requires a vote of the citizens to adopt or amend a city or town charter. In 1908, the City of Shawnee adopted its first Charter. Since then, the Charter language has been amended several times. The most recent Charter election took place in 2018.

As State or Federal laws or the City of Shawnee change, the language of the City Charter may no longer reflect the roles, responsibilities, or requirements of the City government or the concerns of the citizens. It is therefore important to regularly review the City Charter to ensure that inconsistencies or discrepancies are addressed. A recent review of the City of Shawnee Charter revealed the need for seven Charter amendments, which are proposed for consideration and individual approval of separate propositions by Shawnee voters:

- **Proposition 1: Ward-Specific Voting for Commissioners** - Current Charter language calls for a City Commissioner to be nominated from the Ward in which he or she resides, and the Commissioner is then elected by vote of the City at large. Citizens and elected officials proposed this amendment to determine if the citizens of Shawnee would prefer to have only Ward residents elect the Commissioner representing that specific Ward.

This amendment would affect Article III, Section 2 and Article XIV, Sections 3 and 5 of the Charter.

- If approved, residents of the individual Ward, registered to vote, will have the opportunity to vote for the Commissioner they wish to represent their specific Ward.

- **Proposition 2: Streamlining the Bidding Process** - Current Charter language requires contractors and vendors to comply with local procedures not necessarily required by the State of Oklahoma. By aligning the City procedures with State law, the contractors' and vendors' familiarity with the common process will save time and money.
This amendment would affect Article XV, Section 2 of the Charter.
 - If approved, this amendment will align the City's competitive bidding requirements with those required by the State of Oklahoma, providing procedural clarity.
- **Proposition 3: Clarifying Start Date for Newly-elected Mayor and Commissioners** - Current Charter language requires the swearing-in of newly-elected Mayors and Commissioners on a specific date that does not always coincide with the dates of regularly scheduled City Commission meetings.
This amendment would affect Article III, Sections 4 and 6 of the Charter.
 - If approved, this amendment will adjust the term of office for a newly-elected official to start on the first regularly scheduled City Commission meeting following the election certification.
- **Proposition 4: Updating Requirements for City Employees** - Current Charter language conflicts with State and Federal employment regulations and laws.
This amendment would affect Article V, Section 8 of the Charter.
 - If approved, this amendment will expand employment prospects and align the City's employment requirements with State and Federal laws.
- **Proposition 5: Aligning Conflict-of-Interest Policies** - Current Charter language differs from the requirements established by State law.
This amendment would affect Article XVI, Section 1 of the Charter.
 - If approved, this amendment will align the City's requirements for Commissioners, City officers, and employees with those established by State law.
- **Proposition 6: Updating the Recreational Use Policy for Shawnee Twin Lakes** - Current Charter language related to swimming, water skiing, surfboard riding, and other water recreation sports conflicts with Shawnee Twin Lakes related City codes, most recently updated in March 2022 following the conclusion of an in-depth review by the Lake Advisory Committee.
This amendment would affect Article IX, Section 1 of the Charter.
 - If approved, this amendment will align the Charter with adopted City codes regulating recreational activities on the Shawnee Twin Lakes.
- **Proposition 7: Updating the Policy for Cemetery Perpetual Care** - Current Charter language regarding the management of revenues generated at the municipal cemetery for Perpetual Care Funds differs from requirements established by State law.
This amendment would affect Article XII, Section 6(b) of the Charter.
 - If approved, this amendment will align the Charter with Oklahoma State law regarding the management of Perpetual Care Funds for the Fairview Cemetery.

It is important to note that, apart from the special election itself, the proposed Charter changes will not incur any costs for City of Shawnee residents, as the amendments are intended to streamline procedures, thereby reducing cost and increasing efficiencies for the City.

The special election will be held on June 13, 2023. The Charter amendments that are approved by the majority of voters will be submitted to the Governor for review. Upon gubernatorial approval, the new language will become the governing law of the City of Shawnee and replace existing Charter language.

Financial Impact: Estimated cost of \$7,500, from the General Fund, City Clerk, Elections, 001-5-0330-53080

Attachments: Charter Change Election Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA ON TUESDAY THE 13TH DAY OF JUNE, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER ORDINANCE NO. _____NS, WHICH AMENDS ARTICLE III, SECTION 2 AND ARTICLE XIV, SECTIONS 3 AND 5 OF THE CHARTER OF THE CITY OF SHAWNEE BY LIMITING THE ELECTORATE FOR COMMISSIONERS TO THE QUALIFIED VOTERS RESIDING IN EACH COMMISSIONER'S SPECIFIC WARD; WHICH AMENDS ARTICLE XV, SECTION 2 OF THE CHARTER OF THE CITY OF SHAWNEE BY STATING THE CITY OF SHAWNEE SHALL FOLLOW ALL APPICABLE STATE LAWS REGARDING COMPETITIVE BIDDING REQUIREMENTS; WHICH AMENDS ARTICLE III, SECTIONS 4 AND 6 OF THE CHARTER OF THE CITY OF SHAWNEE TO STATE WHEN THE TERM SHALL BEGIN FOR NEWLY ELECTED MAYOR AND COMMISSIONERS; WHICH AMENDS ARTICLE V, SECTION 8 OF THE CHARTER OF THE CITY OF SHAWNEE WHICH RELATES TO RESIDENCY AND QUALIFICATIONS REQUIREMENTS OF CITY EMPLOYEES; WHICH REPEALS AND REPLACES ARTICLE XVI, SECTION 1 OF THE CHARTER OF THE CITY OF SHAWNEE RELATED TO CONFLICT OF INTEREST POLICIES FOR COMMISSIONERS, CITY EMPLOYEES AND CITY OFFICERS; WHICH REPEALS ARTICLE IX, SECTION 1 OF THE CHARTER OF THE CITY OF SHAWNEE TO REMOVE PROVISIONS REGULATING RECREATIONAL USE OF THE SHAWNEE TWIN LAKES; WHICH REPEALS AND REPLACES ARTICLE XII, SECTION 6(b) OF THE CHARTER OF THE CITY OF SHAWNEE TO FOLLOW STATE LAW REGARDING THE CEMETERY PERPETUAL CARE FUND; AND PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; PROVIDING THAT POLLS SHALL BE OPEN CONTINUOUSLY FROM 7:00 A.M. TO 7:00 P.M.; PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Board of Commissioners of the City of Shawnee, Oklahoma, have passed Ordinance No. _____NS, which amends the Charter of the City of Shawnee Article II; and

WHEREAS, according to the provisions of Title 26, Oklahoma Statutes, Section 13-102, the City shall submit a Resolution to the Pottawatomie County Election Board, not fewer than sixty (60) days from the date of the election, notifying said Election Board that said election will be held.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

That there shall be held on the 13th day of June, 2023, a special election on the following propositions:

Proposition 1

Shall Article III, Section 2 and Article XIV, Sections 3 and 5 of the Charter of the City of Shawnee be amended to limit the electorate for Commissioners to the qualified voters residing in each Commissioner's specific ward, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For

☐

Against

☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word "For."

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word "Against."

Proposition 2

Shall Article XV, Section 2 of the Charter of the City of Shawnee be repealed and replaced with language that states that the City of Shawnee shall follow all applicable State law regarding competitive bidding requirements, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For

☐

Against

☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word "For."

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word "Against."

Proposition 3

Shall Article III, Sections 4 and 6 of the Charter of the City of Shawnee be amended to state that the term of the newly elected Mayor and Commissioners shall begin on the date of the first regularly scheduled meeting of the Board of Commissioners following the certification of the results of the general or runoff election, as applicable, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For ☐ Against ☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word “For.”

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word “Against.”

Proposition 4

Shall Article V, Section 8 of the Charter of the City of Shawnee, which relates to potentially conflicting residency and citizenship qualification requirements for City employees, be repealed in its entirety, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For ☐ Against ☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word “For.”

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word “Against.”

Proposition 5

Shall Article XVI, Section 1 of the Charter of the City of Shawnee be repealed and replaced with language that states that the City of Shawnee shall follow all applicable State law regarding conflict-of-interest policies for Commissioners, City employees, and City officers, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For ☐ Against ☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word “For.”

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word “Against.”

Proposition 6

Shall Article IX, Section 1 of the Charter of the City of Shawnee be repealed to remove provisions regulating the recreational use of the Shawnee Twin Lakes, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For

☐

Against

☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word “For.”

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word “Against.”

Proposition 7

Shall Article XII, Section 6(b) of the Charter of the City of Shawnee be repealed and replaced with language that states that the City of Shawnee shall follow all applicable State law regarding cemetery perpetual care funds, as more particularly described in Ordinance _____NS adopted on the 20th day of March, 2023?

The ballot setting for the above proposition shall also contain in connection with each of said proposition the following words:

For

☐

Against

☐

If the voter desires to vote for the above proposition, the voter shall mark the box to the right of the word “For.”

If the voter desires to vote against the above proposition, the voter shall mark the box to the right of the word “Against.”

ELIGIBILITY OF VOTERS:

To be eligible to vote, a voter must be registered with the Pottawatomie County Election Board at an address within the geographical boundaries of the district.

BE IT FURTHER RESOLVED:

That said special election shall be conducted by the Pottawatomie County Election Board in accordance with the provisions of the Charter of the City of Shawnee and the general election

laws of the State of Oklahoma where applicable and that the polls shall remain open on Election Day continuously from 7:00 a.m. to 7:00 p.m.

BE IT FURTHER RESOLVED:

That if any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

BE IT FURTHER RESOLVED:

That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof, this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND APPROVED this 20th day of March, 2023.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 20th day of March, 2023.

JOSEPH M. VORNDRAN, CITY ATTORNEY



City Clerk Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Lisa Lasyone
Subject: Consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee; and amend residential deposit rates in Section 26-132(a), Article III, Division 2, Subdivision II of Chapter 26 of the City Code.

Background: By Resolution, the City may conduct an annual review of its water and sewer rates and consider adjustments per the Consumer Price Index (CPI) for both residential and commercial accounts. City staff reviewed the U.S. Bureau of Labor Statistics CPI for the following categories:

- Water & Sewer Maintenance: 4.5%
- Motor Fuel: -0.9%
- New Trucks: 6.0%
- Motor Vehicle Parts & Equipment: 9.9%
(including Tires: 8.7% and Motor Oil, Coolant, and Fluids: 19.1%)
- Motor Vehicle Maintenance & Repair: 13%

The overall CPI for January 1, 2022, through December 31, 2022 was 6.5%.

The "Water & Sewer Maintenance" specific CPI does not allow staff to keep up with the ancillary costs involved in maintaining the water and wastewater infrastructure. Due to the costs incurred for all items that support related maintenance activities, staff is requesting the consideration of a 6.5% increase for water and sewer rates, effective July 1, 2023.

For residential customers inside the City limits, the associated rate increase for water service would be:

- \$1.52 for the first 1,000 gallons
- \$0.29 for the subsequent 1,001 to 4,000 gallon usage

For residential customers inside the City limits, the associated rate increase for sewer service would be:

- \$0.99 for the first 1,000 gallons

- \$0.22 for any usage over 1,000 gallons

The minimum bill would increase from \$68.91 to approximately \$72.21.

Financial Impact: Estimated water revenue of \$509,600 to Shawnee Municipal Authority Fund, Water Sales, 501-45010; estimated sewer revenue of \$277,100 to Shawnee Municipal Authority Fund, Sewer Service, 501-45020

Attachments: Bureau of Labor Statistics CPI as of 12-2022, Water Rates Resolution 2023, Exhibit A

Staff Recommendation: Approval of the item



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Thursday, January 12, 2023**

USDL-23-0017

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi

Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – DECEMBER 2022

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent in December on a seasonally adjusted basis, after increasing 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.5 percent before seasonal adjustment.

The index for gasoline was by far the largest contributor to the monthly all items decrease, more than offsetting increases in shelter indexes. The food index increased 0.3 percent over the month with the food at home index rising 0.2 percent. The energy index decreased 4.5 percent over the month as the gasoline index declined; other major energy component indexes increased over the month.

The index for all items less food and energy rose 0.3 percent in December, after rising 0.2 percent in November. Indexes which increased in December include the shelter, household furnishings and operations, motor vehicle insurance, recreation, and apparel indexes. The indexes for used cars and trucks, and airline fares were among those that decreased over the month.

The all items index increased 6.5 percent for the 12 months ending December; this was the smallest 12-month increase since the period ending October 2021. The all items less food and energy index rose 5.7 percent over the last 12 months. The energy index increased 7.3 percent for the 12 months ending December, and the food index increased 10.4 percent over the last year; all of these increases were smaller than for the 12-month period ending November.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2021 - Dec. 2022
Percent change

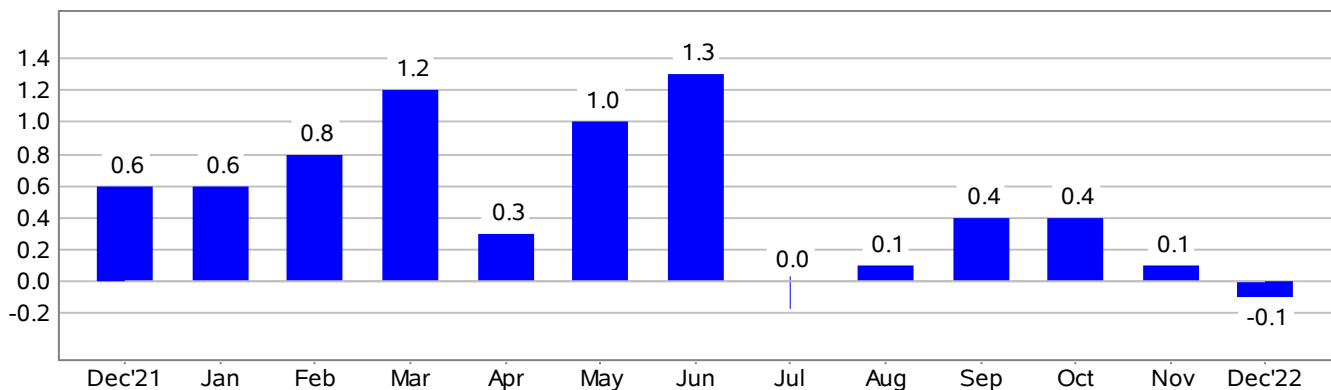


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2021 - Dec. 2022

Percent change

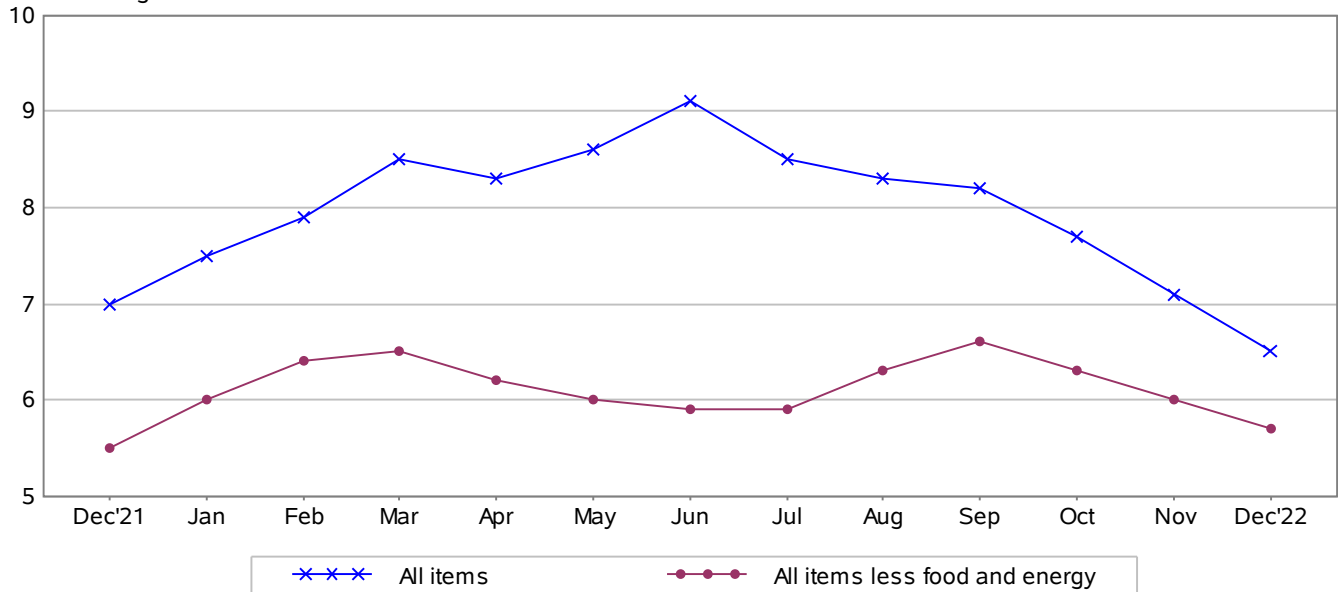


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2022
	Jun. 2022	Jul. 2022	Aug. 2022	Sep. 2022	Oct. 2022	Nov. 2022	Dec. 2022	
All items.....	1.3	0.0	0.1	0.4	0.4	0.1	-0.1	6.5
Food.....	1.0	1.1	0.8	0.8	0.6	0.5	0.3	10.4
Food at home.....	1.0	1.3	0.7	0.7	0.4	0.5	0.2	11.8
Food away from home ¹	0.9	0.7	0.9	0.9	0.9	0.5	0.4	8.3
Energy.....	7.5	-4.6	-5.0	-2.1	1.8	-1.6	-4.5	7.3
Energy commodities.....	10.4	-7.6	-10.1	-4.7	4.4	-2.0	-9.4	0.4
Gasoline (all types).....	11.2	-7.7	-10.6	-4.9	4.0	-2.0	-9.4	-1.5
Fuel oil ¹	-1.2	-11.0	-5.9	-2.7	19.8	1.7	-16.6	41.5
Energy services.....	3.5	0.1	2.1	1.1	-1.2	-1.1	1.5	15.6
Electricity.....	1.7	1.6	1.5	0.4	0.1	-0.2	1.0	14.3
Utility (piped) gas service.....	8.2	-3.6	3.5	2.9	-4.6	-3.5	3.0	19.3
All items less food and energy.....	0.7	0.3	0.6	0.6	0.3	0.2	0.3	5.7
Commodities less food and energy								
commodities.....	0.8	0.2	0.5	0.0	-0.4	-0.5	-0.3	2.1
New vehicles.....	0.7	0.6	0.8	0.7	0.4	0.0	-0.1	5.9
Used cars and trucks.....	1.6	-0.4	-0.1	-1.1	-2.4	-2.9	-2.5	-8.8
Apparel.....	0.8	-0.1	0.2	-0.3	-0.7	0.2	0.5	2.9
Medical care commodities ¹	0.4	0.6	0.2	-0.1	0.0	0.2	0.1	3.2
Services less energy services.....	0.7	0.4	0.6	0.8	0.5	0.4	0.5	7.0
Shelter.....	0.6	0.5	0.7	0.7	0.8	0.6	0.8	7.5
Transportation services.....	2.1	-0.5	0.5	1.9	0.8	-0.1	0.2	14.6
Medical care services.....	0.7	0.4	0.8	1.0	-0.6	-0.7	0.1	4.1

¹ Not seasonally adjusted.

Food

The food index increased 0.3 percent in December following a 0.5-percent increase in November. The food at home index rose 0.2 percent in December. Three of the six major grocery store food group indexes increased over the month. The index for meats, poultry, fish, and eggs increased 1.0 percent in December, as the index for eggs rose 11.1 percent. The index for other food at home rose 0.4 percent over the month, while the index for nonalcoholic beverages increased 0.1 percent in December.

In contrast, the fruits and vegetables index fell 0.6 percent over the month with the fresh fruit index declining 1.9 percent. The index for dairy and related products decreased 0.3 percent in December, and the index for cereals and bakery products was unchanged.

The food away from home index rose 0.4 percent in December, after increasing 0.5 percent in November. The index for limited service meals increased 0.5 percent over the month and the index for full service meals increased 0.1 percent.

The food at home index rose 11.8 percent over the last 12 months. The index for cereals and bakery products rose 16.1 percent over the year. The remaining major grocery store food groups posted increases ranging from 7.7 percent (meats, poultry, fish, and eggs) to 15.3 percent (dairy and related products).

The index for food away from home rose 8.3 percent over the last year. The index for full service meals rose 8.2 percent over the last 12 months, and the index for limited service meals rose 6.6 percent over the same period.

Energy

The energy index fell 4.5 percent in December after falling 1.6 percent in November. The gasoline index declined 9.4 percent over the month, following a 2.0-percent decrease in November. (Before seasonal adjustment, gasoline prices fell 12.5 percent in December.) The index for natural gas rose over the month, increasing 3.0 percent after decreasing 3.5 percent in November. The electricity index increased 1.0 percent in December.

The energy index rose 7.3 percent over the past 12 months. The gasoline index decreased 1.5 percent over the span. The fuel oil index rose 41.5 percent over the last 12 months, the index for electricity rose 14.3 percent, and the index for natural gas increased 19.3 percent over the same period.

All items less food and energy

The index for all items less food and energy rose 0.3 percent in December, following a 0.2-percent increase in November. The shelter index continued to increase, rising 0.8 percent over the month. The rent index rose 0.8 percent over the month, and the owners' equivalent rent index also rose 0.8 percent. The index for lodging away from home increased 1.5 percent in December, after falling 0.7 percent in November.

The shelter index was the dominant factor in the monthly increase in the index for all items less food and energy, while other components were a mix of increases and declines. Among the other indexes that rose in December was the index for household furnishings and operations, which increased 0.3 percent over the month, while the index for motor vehicle insurance rose 0.6 percent, and the index for

recreation increased 0.2 percent. The apparel index rose 0.5 percent in December, and the education index increased 0.3 percent.

The medical care index rose 0.1 percent in December, after declining in the previous 2 months. The index for hospital services increased 1.7 percent over the month. The physicians' services index and the prescription drugs index both rose 0.1 percent in December.

Indexes which declined over the month include the index for used cars and trucks, which fell 2.5 percent in December, the sixth consecutive decline in that index. The index for airline fares fell 3.1 percent over the month, following a 3.0-percent decrease in November. The new vehicles index declined 0.1 percent in December, as did the personal care index.

The index for all items less food and energy rose 5.7 percent over the past 12 months. The shelter index increased 7.5 percent over the last year, accounting for more than half of the total increase in all items less food and energy. Other indexes with notable increases over the last year include household furnishings and operations (+6.7 percent), medical care (+4.0 percent), new vehicles (+5.9 percent), and recreation (+5.1 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 6.5 percent over the last 12 months to an index level of 296.797 (1982-84=100). For the month, the index decreased 0.3 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 6.3 percent over the last 12 months to an index level of 291.051 (1982-84=100). For the month, the index decreased 0.5 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 6.4 percent over the last 12 months. For the month, the index decreased 0.2 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for January 2023 is scheduled to be released on Tuesday, February 14, 2023, at 8:30 a.m. (ET).

January 2023 Consumer Price Index Weight Update

Starting with January 2023 data, BLS plans to update weights annually for the Consumer Price Index based on a single calendar year of data, using consumer expenditure data from 2021. This reflects a change from prior practice of updating weights biennially using two years of expenditure data.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, or web collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2022.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2022, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2022, revised seasonal factors and seasonally adjusted indexes for 2017 to 2021 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2021 will be applied to data for 2022 to produce the seasonally adjusted 2022 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2022, 22 of the 81 components of the U.S. city average all items index are seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021	Nov. 2022	Dec. 2022	Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
All items.....	100.000	278.802	297.711	296.797	6.5	-0.3	0.4	0.1	-0.1
Food.....	13.781	286.966	315.857	316.839	10.4	0.3	0.6	0.5	0.3
Food at home.....	8.525	267.555	298.284	299.089	11.8	0.3	0.4	0.5	0.2
Cereals and bakery products.....	1.118	297.279	344.393	345.029	16.1	0.2	0.8	1.1	0.0
Meats, poultry, fish, and eggs.....	1.898	297.604	319.444	320.455	7.7	0.3	0.6	-0.2	1.0
Dairy and related products.....	0.811	235.442	271.307	271.376	15.3	0.0	-0.1	1.0	-0.3
Fruits and vegetables.....	1.431	321.931	349.462	349.134	8.4	-0.1	-0.9	1.4	-0.6
Nonalcoholic beverages and beverage materials.....	0.981	186.723	209.507	210.324	12.6	0.4	0.5	0.7	0.1
Other food at home.....	2.285	230.809	261.583	262.985	13.9	0.5	0.9	-0.1	0.4
Food away from home ¹	5.257	317.372	342.266	343.559	8.3	0.4	0.9	0.5	0.4
Energy.....	7.868	256.207	292.953	274.937	7.3	-6.1	1.8	-1.6	-4.5
Energy commodities.....	4.308	296.391	339.663	297.625	0.4	-12.4	4.4	-2.0	-9.4
Fuel oil ¹	0.183	325.879	553.234	461.140	41.5	-16.6	19.8	1.7	-16.6
Motor fuel.....	4.052	291.510	329.954	288.979	-0.9	-12.4	4.0	-2.1	-9.2
Gasoline (all types).....	3.951	290.185	326.649	285.757	-1.5	-12.5	4.0	-2.0	-9.4
Energy services.....	3.560	228.199	260.220	263.825	15.6	1.4	-1.2	-1.1	1.5
Electricity.....	2.610	227.974	258.864	260.548	14.3	0.7	0.1	-0.2	1.0
Utility (piped) gas service.....	0.950	224.366	258.872	267.683	19.3	3.4	-4.6	-3.5	3.0
All items less food and energy.....	78.350	283.908	299.600	300.113	5.7	0.2	0.3	0.2	0.3
Commodities less food and energy commodities.....	20.882	160.850	165.291	164.304	2.1	-0.6	-0.4	-0.5	-0.3
Apparel.....	2.409	121.068	126.728	124.587	2.9	-1.7	-0.7	0.2	0.5
New vehicles.....	4.068	166.653	176.354	176.463	5.9	0.1	0.4	0.0	-0.1
Used cars and trucks.....	3.624	207.164	193.530	188.864	-8.8	-2.4	-2.4	-2.9	-2.5
Medical care commodities ¹	1.472	379.611	391.360	391.809	3.2	0.1	0.0	0.2	0.1
Alcoholic beverages.....	0.877	265.410	279.629	280.755	5.8	0.4	0.8	0.7	0.5
Tobacco and smoking products ¹	0.520	1,308.024	1,380.951	1,379.589	5.5	-0.1	0.3	0.7	-0.1
Services less energy services.....	57.469	359.559	383.179	384.906	7.0	0.5	0.5	0.4	0.5
Shelter.....	32.929	341.241	364.195	366.868	7.5	0.7	0.8	0.6	0.8
Rent of primary residence.....	7.447	355.931	382.562	385.649	8.3	0.8	0.7	0.8	0.8
Owners' equivalent rent of residences ²	24.235	350.508	374.040	376.897	7.5	0.8	0.6	0.7	0.8
Medical care services.....	6.788	578.555	602.333	602.395	4.1	0.0	-0.6	-0.7	0.1
Physicians' services ¹	1.807	408.644	415.048	415.611	1.7	0.1	0.0	0.0	0.1
Hospital services ³	2.123	366.854	378.209	383.150	4.4	1.3			1.7
Transportation services.....	6.018	326.063	374.248	373.598	14.6	-0.2	0.8	-0.1	0.2
Motor vehicle maintenance and repair ¹	1.087	324.688	363.195	366.960	13.0	1.0	0.7	1.3	1.0
Motor vehicle insurance.....	2.532	567.875	644.317	648.771	14.2	0.7	1.7	0.9	0.6
Airline fares.....	0.630	208.954	292.656	268.519	28.5	-8.2	-1.1	-3.0	-3.1

¹ Not seasonally adjusted.

² Indexes on a December 1982=100 base.

³ Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
All items.....	100.000	6.5	-0.3	0.4	0.1	-0.1
Food.....	13.781	10.4	0.3	0.6	0.5	0.3
Food at home.....	8.525	11.8	0.3	0.4	0.5	0.2
Cereals and bakery products.....	1.118	16.1	0.2	0.8	1.1	0.0
Cereals and cereal products.....	0.358	15.6	0.3	0.9	0.6	-0.3
Flour and prepared flour mixes.....	0.059	23.4	-0.5	2.0	1.5	-1.0
Breakfast cereal ¹	0.149	13.0	1.1	0.7	0.4	1.1
Rice, pasta, cornmeal.....	0.149	15.4	-0.1	1.3	0.7	-0.5
Rice ^{1, 2, 3}		13.8	0.5	1.2	0.8	0.5
Bakery products ¹	0.760	16.3	0.1	0.6	1.0	0.1
Bread ^{1, 2}	0.215	15.9	0.2	0.9	2.0	0.2
White bread ^{1, 3}		17.7	1.3	1.7	1.7	1.3
Bread other than white ^{1, 3}		14.0	-0.7	0.0	2.3	-0.7
Fresh biscuits, rolls, muffins ²	0.116	16.3	-0.3	0.7	2.2	0.0
Cakes, cupcakes, and cookies ¹	0.187	17.1	0.3	0.1	1.3	0.3
Cookies ^{1, 3}		18.2	1.0	0.3	1.5	1.0
Fresh cakes and cupcakes ^{1, 3}		14.9	-0.4	-0.8	1.5	-0.4
Other bakery products.....	0.242	15.9	0.1	1.1	0.7	0.0
Fresh sweetrolls, coffeecakes, doughnuts ^{1, 3}		13.5	2.6	-1.9	-0.3	2.6
Crackers, bread, and cracker products ³		16.0	-0.3	2.1	1.9	-1.3
Frozen and refrigerated bakery products, pies, tarts, turnovers ^{1, 3}		18.4	-1.1	2.2	-0.4	-1.1
Meats, poultry, fish, and eggs.....	1.898	7.7	0.3	0.6	-0.2	1.0
Meats, poultry, and fish.....	1.751	4.5	-0.6	-0.1	-0.4	0.1
Meats.....	1.101	2.0	-0.5	0.2	-0.4	0.6
Beef and veal.....	0.496	-3.1	0.0	-0.1	-0.8	1.3
Uncooked ground beef ¹	0.183	0.7	-0.1	-0.5	-0.9	-0.1
Uncooked beef roasts ^{1, 2}	0.073	-3.5	1.1	-2.3	-1.3	1.1
Uncooked beef steaks ²	0.192	-5.4	-0.5	0.3	0.0	0.9
Uncooked other beef and veal ^{1, 2}	0.048	-6.7	0.6	-1.8	-1.5	0.6
Pork.....	0.353	1.5	-1.9	-0.6	-0.3	-0.2
Bacon, breakfast sausage, and related products ²	0.157	1.1	-1.5	-0.9	-1.0	-0.5
Bacon and related products ³		-3.7	-3.6	-0.1	-1.8	-2.9
Breakfast sausage and related products ^{2, 3}		9.0	2.0	-2.0	0.0	2.1
Ham.....	0.065	5.7	-5.6	1.1	0.5	-1.1
Ham, excluding canned ³		5.2	-6.2	1.3	0.8	-1.3
Pork chops ¹	0.051	2.9	0.2	0.2	1.1	0.2
Other pork including roasts, steaks, and ribs ² ...	0.080	-1.8	-1.1	-2.1	-1.7	0.5
Other meats.....	0.252	14.7	0.6	2.0	0.4	0.3
Frankfurters ³		18.2	2.8	-2.3	0.1	3.9
Lunchmeats ^{1, 2, 3}		15.1	-0.2	3.4	0.4	-0.2
Poultry ¹	0.363	12.2	-0.6	-1.1	-0.8	-0.6
Chicken ^{1, 2}	0.294	10.9	-0.6	-1.3	-0.8	-0.6
Fresh whole chicken ^{1, 3}		13.3	-0.3	-0.8	0.5	-0.3
Fresh and frozen chicken parts ^{1, 3}		10.3	-0.8	-1.6	-1.3	-0.8
Other uncooked poultry including turkey ²	0.069	18.1	-0.7	-0.1	1.8	-0.5
Fish and seafood.....	0.287	5.0	-0.8	0.0	-0.1	-0.7
Fresh fish and seafood ^{1, 2}	0.144	3.8	-1.0	0.6	-1.4	-1.0
Processed fish and seafood ²	0.143	6.3	-0.7	-0.9	1.0	0.0
Shelf stable fish and seafood ³		8.6	1.9	-0.9	1.3	2.4
Frozen fish and seafood ³		6.3	-1.7	-1.8	1.4	-1.0
Eggs ¹	0.147	59.9	11.1	10.1	2.3	11.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Dairy and related products.....	0.811	15.3	0.0	-0.1	1.0	-0.3
Milk ²	0.205	12.5	-0.1	-0.2	0.8	-1.0
Fresh whole milk ³		11.7	-0.2	-0.9	1.1	-0.6
Fresh milk other than whole ^{2, 3}		13.5	0.1	0.1	0.8	-0.6
Cheese and related products ¹	0.262	12.8	0.5	-0.5	0.0	0.5
Ice cream and related products.....	0.123	15.0	-0.6	1.1	2.0	-1.1
Other dairy and related products ^{1, 2}	0.222	21.4	-0.1	0.5	0.6	-0.1
Fruits and vegetables.....	1.431	8.4	-0.1	-0.9	1.4	-0.6
Fresh fruits and vegetables.....	1.086	6.4	-0.5	-1.5	1.8	-1.1
Fresh fruits.....	0.574	3.4	-2.0	-2.4	2.3	-1.9
Apples.....	0.076	6.6	-0.1	-0.8	3.2	0.2
Bananas ¹	0.078	2.4	-0.4	-1.1	0.5	-0.4
Citrus fruits ²	0.161	2.5	-5.4	-2.5	2.8	-0.3
Oranges, including tangerines ³		3.0	-7.2	-3.6	2.5	-1.7
Other fresh fruits ²	0.260	3.3	-1.0	-2.4	1.8	-2.6
Fresh vegetables.....	0.512	9.8	1.2	-0.5	1.2	-0.1
Potatoes.....	0.078	12.9	1.8	-1.9	-1.4	1.6
Lettuce ¹	0.069	24.9	4.0	3.3	8.9	4.0
Tomatoes.....	0.082	9.1	4.2	2.3	2.6	3.4
Other fresh vegetables.....	0.283	5.9	-0.6	-0.6	0.7	-1.3
Processed fruits and vegetables ²	0.345	15.5	1.3	1.1	0.4	0.7
Canned fruits and vegetables ²	0.178	18.4	0.9	1.8	0.2	0.3
Canned fruits ^{2, 3}		18.2	1.1	1.7	1.1	-0.9
Canned vegetables ^{2, 3}		17.6	0.8	1.8	-0.5	0.4
Frozen fruits and vegetables ²	0.103	12.9	0.8	0.4	1.4	1.1
Frozen vegetables ³		16.4	0.4	0.8	1.7	0.9
Other processed fruits and vegetables including dried ²	0.064	11.9	2.7	0.5	-0.1	1.7
Dried beans, peas, and lentils ^{1, 2, 3}		9.6	3.2	0.8	-0.7	3.2
Nonalcoholic beverages and beverage materials.....	0.981	12.6	0.4	0.5	0.7	0.1
Juices and nonalcoholic drinks ²	0.693	12.2	0.5	0.5	0.5	0.0
Carbonated drinks.....	0.290	13.0	1.2	1.2	0.4	1.1
Frozen noncarbonated juices and drinks ^{1, 2}	0.007	8.7	1.0	1.3	1.7	1.0
Nonfrozen noncarbonated juices and drinks ²	0.395	11.6	0.0	0.1	0.6	-0.7
Beverage materials including coffee and tea ²	0.288	13.8	0.0	0.3	1.0	0.2
Coffee.....	0.186	14.3	0.0	1.2	0.5	0.0
Roasted coffee ³		15.5	0.6	1.5	0.2	0.6
Instant coffee ^{1, 3}		10.8	-2.2	-0.3	2.0	-2.2
Other beverage materials including tea ^{1, 2}	0.102	12.9	0.1	-0.1	1.2	0.1
Other food at home.....	2.285	13.9	0.5	0.9	-0.1	0.4
Sugar and sweets ¹	0.290	12.2	0.4	0.7	-0.3	0.4
Sugar and sugar substitutes.....	0.043	14.3	0.2	0.4	0.5	1.0
Candy and chewing gum ^{1, 2}	0.185	11.6	1.0	0.9	0.3	1.0
Other sweets ²	0.063	12.8	-1.0	1.0	-0.7	-0.3
Fats and oils.....	0.261	23.2	1.5	2.1	0.0	1.5
Butter and margarine ²	0.083	35.3	1.6	1.9	0.4	1.7
Butter ³		31.4	2.3	1.4	0.2	3.3
Margarine ^{1, 3}		43.8	1.9	1.3	-2.3	1.9
Salad dressing ²	0.061	18.3	-0.1	4.1	1.0	-1.1
Other fats and oils including peanut butter ²	0.117	18.2	2.2	0.9	-1.1	3.4
Peanut butter ^{1, 2, 3}		7.4	1.8	0.7	-1.6	1.8
Other foods.....	1.734	12.9	0.4	0.8	0.0	0.3
Soups.....	0.101	15.7	1.6	-0.9	-2.0	0.9
Frozen and freeze dried prepared foods.....	0.280	15.0	1.0	0.9	-0.9	1.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Snacks ¹	0.374	11.0	-0.2	1.3	-0.8	-0.2
Spices, seasonings, condiments, sauces.....	0.330	11.8	0.6	0.8	0.2	1.0
Salt and other seasonings and spices ^{2, 3}		6.5	-0.4	0.8	-0.5	-0.5
Olives, pickles, relishes ^{1, 2, 3}		15.8	0.6	1.8	0.8	0.6
Sauces and gravies ^{2, 3}		15.2	1.1	-0.4	0.2	1.5
Other condiments ³		8.0	3.1	0.7	-1.6	3.8
Baby food ^{1, 2}	0.045	10.7	-0.2	1.8	0.3	-0.2
Other miscellaneous foods ²	0.605	13.6	0.2	0.6	0.2	-0.3
Prepared salads ^{3, 4}		9.1	0.1	-1.2	-0.3	-0.9
Food away from home ¹	5.257	8.3	0.4	0.9	0.5	0.4
Full service meals and snacks ^{1, 2}	2.438	8.2	0.1	1.1	0.4	0.1
Limited service meals and snacks ^{1, 2}	2.532	6.6	0.5	0.8	0.6	0.5
Food at employee sites and schools ^{1, 2}	0.077	129.6	0.6	3.8	1.7	0.6
Food at elementary and secondary schools ^{1, 3, 5}		305.2	0.2			0.2
Food from vending machines and mobile vendors ^{1, 2} ...	0.038	14.8	1.4	3.7	0.5	1.4
Other food away from home ^{1, 2}	0.171	6.0	1.0	0.2	0.0	1.0
Energy.....	7.868	7.3	-6.1	1.8	-1.6	-4.5
Energy commodities.....	4.308	0.4	-12.4	4.4	-2.0	-9.4
Fuel oil and other fuels.....	0.257	26.0	-11.7	10.5	-0.4	-11.9
Fuel oil ¹	0.183	41.5	-16.6	19.8	1.7	-16.6
Propane, kerosene, and firewood ⁶	0.073	2.6	0.7	0.0	-2.6	-0.2
Motor fuel.....	4.052	-0.9	-12.4	4.0	-2.1	-9.2
Gasoline (all types).....	3.951	-1.5	-12.5	4.0	-2.0	-9.4
Gasoline, unleaded regular ³		-2.0	-12.8	4.1	-1.9	-9.6
Gasoline, unleaded midgrade ^{3, 7}		0.2	-11.0	2.9	-1.4	-8.3
Gasoline, unleaded premium ³		1.6	-10.8	3.9	-2.7	-8.2
Other motor fuels ^{1, 2}	0.101	32.3	-8.5	3.0	2.3	-8.5
Energy services.....	3.560	15.6	1.4	-1.2	-1.1	1.5
Electricity.....	2.610	14.3	0.7	0.1	-0.2	1.0
Utility (piped) gas service.....	0.950	19.3	3.4	-4.6	-3.5	3.0
All items less food and energy.....	78.350	5.7	0.2	0.3	0.2	0.3
Commodities less food and energy commodities.....	20.882	2.1	-0.6	-0.4	-0.5	-0.3
Household furnishings and supplies ⁸	3.949	7.3	0.1	-0.2	0.4	0.2
Window and floor coverings and other linens ^{1, 2}	0.292	4.8	-0.4	0.5	-1.8	-0.4
Floor coverings ^{1, 2}	0.069	12.5	0.0	-1.4	0.6	0.0
Window coverings ^{1, 2}	0.056	3.2	1.7	-1.2	-1.4	1.7
Other linens ^{1, 2}	0.167	2.4	-1.2	1.9	-2.8	-1.2
Furniture and bedding ¹	0.952	4.7	0.0	-1.2	-0.8	0.0
Bedroom furniture ¹	0.305	2.7	0.6	-0.9	-0.5	0.6
Living room, kitchen, and dining room furniture ^{1, 2} ...	0.471	6.3	-0.6	-1.9	-0.3	-0.6
Other furniture ²	0.167	3.7	0.5	-0.8	-2.7	0.0
Appliances ²	0.240	1.1	0.1	-0.5	0.9	0.2
Major appliances ²	0.076	-0.6	1.6	-0.1	0.6	1.0
Laundry equipment ^{1, 3}		0.7	4.1	-7.8	-2.7	4.1
Other appliances ^{1, 2}	0.161	1.9	-0.7	-1.0	-0.1	-0.7
Other household equipment and furnishings ²	0.549	3.3	-1.1	-0.8	-1.2	-0.3
Clocks, lamps, and decorator items ¹	0.331	2.1	-2.6	0.4	-1.2	-2.6
Indoor plants and flowers ⁹	0.099	6.3	0.9	0.9	1.1	0.1
Dishes and flatware ^{1, 2}	0.049	7.8	0.7	-3.7	-3.6	0.7
Nonelectric cookware and tableware ^{1, 2}	0.070	2.0	1.6	-1.0	-2.6	1.6
Tools, hardware, outdoor equipment and supplies ² ...	0.955	10.6	1.0	0.4	0.6	1.4
Tools, hardware and supplies ^{1, 2}	0.251	13.8	1.2	1.4	-0.8	1.2
Outdoor equipment and supplies ²	0.474	9.0	1.0	-0.3	0.7	1.5

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Housekeeping supplies ¹	0.961	11.6	0.3	0.7	0.6	0.3
Household cleaning products ^{1, 2}	0.345	9.8	-0.1	1.0	0.2	-0.1
Household paper products ^{1, 2}	0.225	14.9	1.4	0.4	2.2	1.4
Miscellaneous household products ^{1, 2}	0.390	11.4	0.0	0.6	0.1	0.0
Apparel.....	2.409	2.9	-1.7	-0.7	0.2	0.5
Men's and boys' apparel.....	0.602	2.2	-0.7	-0.6	0.3	1.6
Men's apparel.....	0.465	2.9	-1.2	0.0	0.7	1.3
Men's suits, sport coats, and outerwear.....	0.076	8.3	-2.4	-2.0	3.7	1.9
Men's underwear, nightwear, swimwear, and accessories ¹	0.156	1.6	-1.4	0.4	-1.1	-1.4
Men's shirts and sweaters ²	0.114	2.7	-0.6	-2.4	1.3	2.1
Men's pants and shorts.....	0.114	1.5	-0.7	1.5	-1.1	1.1
Boys' apparel.....	0.137	0.0	1.1	-1.7	-0.4	2.4
Women's and girls' apparel.....	0.956	4.1	-2.9	0.2	0.0	-0.3
Women's apparel.....	0.803	3.9	-3.2	0.6	0.4	-0.3
Women's outerwear.....	0.056	-0.6	-1.5	-3.8	-1.3	2.8
Women's dresses.....	0.087	-2.3	-6.2	-2.4	1.2	-2.4
Women's suits and separates ²	0.386	4.5	-2.8	0.2	0.2	1.2
Women's underwear, nightwear, swimwear, and accessories ²	0.266	6.2	-3.1	2.2	-0.1	-0.7
Girls' apparel.....	0.153	5.1	-1.3	-1.6	-2.2	-0.6
Footwear.....	0.586	0.8	-1.8	-1.1	0.1	-0.2
Men's footwear ¹	0.199	0.5	-2.4	-0.9	0.2	-2.4
Boys' and girls' footwear.....	0.113	2.9	0.1	-1.2	-0.7	0.8
Women's footwear.....	0.274	0.1	-2.1	-1.6	0.1	-0.6
Infants' and toddlers' apparel.....	0.112	5.0	-0.7	-3.2	1.6	0.8
Jewelry and watches ⁶	0.153	5.0	1.2	-2.9	0.9	3.3
Watches ^{1, 6}	0.029	1.5	-0.1	-0.1	0.7	-0.1
Jewelry ⁶	0.124	5.9	1.6	-3.2	1.2	3.7
Transportation commodities less motor fuel ⁸	8.212	-0.9	-1.0	-0.9	-1.3	-1.2
New vehicles.....	4.068	5.9	0.1	0.4	0.0	-0.1
New cars ³		6.2	0.2	0.3	-0.2	-0.1
New trucks ^{3, 10}		6.0	0.1	0.4	0.1	0.0
Used cars and trucks.....	3.624	-8.8	-2.4	-2.4	-2.9	-2.5
Motor vehicle parts and equipment ¹	0.435	9.9	0.1	0.3	0.6	0.1
Tires ¹	0.272	8.7	0.5	-0.1	0.2	0.5
Vehicle accessories other than tires ^{1, 2}	0.164	11.8	-0.6	1.1	1.2	-0.6
Vehicle parts and equipment other than tires ^{1, 3}		8.8	-1.2	0.4	1.8	-1.2
Motor oil, coolant, and fluids ^{1, 3}		19.1	0.3	4.4	-0.3	0.3
Medical care commodities ¹	1.472	3.2	0.1	0.0	0.2	0.1
Medicinal drugs ^{1, 8}	1.369	2.8	0.0	0.0	0.1	0.0
Prescription drugs ¹	0.995	1.8	0.1	-0.1	-0.2	0.1
Nonprescription drugs ^{1, 8}	0.375	5.4	-0.4	0.4	0.7	-0.4
Medical equipment and supplies ^{1, 8}	0.103	9.2	2.3	-0.6	1.7	2.3
Recreation commodities ⁸	1.874	4.1	-0.1	0.7	-0.4	0.1
Video and audio products ⁸	0.271	-7.5	-1.1	0.9	-1.2	0.0
Televisions.....	0.118	-14.4	-0.6	-0.1	-1.5	1.4
Other video equipment ²	0.023	-8.6	-1.9	-2.8	-3.1	0.0
Audio equipment ¹	0.072	-0.6	-2.4	2.9	-1.0	-2.4
Recorded music and music subscriptions ^{1, 2}	0.051	1.4	0.1	2.0	0.4	0.1
Pets and pet products ¹	0.575	12.6	0.1	1.3	0.5	0.1
Pet food ^{1, 2, 3}		15.2	0.4	1.0	0.8	0.4
Purchase of pets, pet supplies, accessories ^{1, 2, 3}		8.7	0.1	1.4	-0.4	0.1
Sporting goods ¹	0.549	3.5	-0.5	1.6	0.0	-0.5

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Sports vehicles including bicycles ¹	0.315	2.9	-0.6	2.6	0.7	-0.6
Sports equipment ¹	0.223	4.3	-0.2	0.3	-0.9	-0.2
Photographic equipment and supplies.....	0.020	5.9	1.2	-1.7	-1.3	3.5
Photographic equipment ^{2, 3}		5.1	1.0	-2.7	-1.5	3.2
Recreational reading materials ¹	0.095	4.4	-0.1	-1.0	-0.8	-0.1
Newspapers and magazines ^{1, 2}	0.056	6.5	0.0	-0.1	-2.2	0.0
Recreational books ^{1, 2}	0.039	1.5	-0.1	-2.2	1.3	-0.1
Other recreational goods ²	0.364	2.1	0.9	-0.9	-1.4	0.9
Toys.....	0.281	1.3	1.0	-1.1	-1.4	1.0
Toys, games, hobbies and playground equipment ^{2, 3}		3.5	0.3	-0.1	-0.3	-0.1
Sewing machines, fabric and supplies ^{1, 2}	0.026	6.3	3.6	-1.6	-6.3	3.6
Music instruments and accessories ^{1, 2}	0.042	5.5	-1.1	0.6	1.8	-1.1
Education and communication commodities ⁸	0.725	-10.1	-0.9	-0.9	-1.6	-0.8
Educational books and supplies ¹	0.086	5.4	0.2	0.2	0.1	0.2
College textbooks ^{1, 3, 11}		6.3	0.2	0.0	0.0	0.2
Information technology commodities ⁸	0.639	-11.8	-1.1	-1.0	-1.8	-0.9
Computers, peripherals, and smart home assistants ^{1, 4}	0.326	-5.8	-2.4	-0.3	-2.7	-2.4
Computer software and accessories ^{1, 2}	0.019	-3.1	-0.9	-2.1	-2.2	-0.9
Telephone hardware, calculators, and other consumer information items ²	0.295	-18.0	0.4	-1.8	-0.8	0.7
Smartphones ^{1, 3, 12}		-22.2	0.7	-5.9	-1.4	0.7
Alcoholic beverages.....	0.877	5.8	0.4	0.8	0.7	0.5
Alcoholic beverages at home.....	0.583	5.3	0.2	0.5	0.8	0.6
Beer, ale, and other malt beverages at home.....	0.225	8.6	0.9	0.5	1.3	1.3
Distilled spirits at home ¹	0.105	1.7	-0.1	0.5	0.9	-0.1
Whiskey at home ^{1, 3}		1.6	0.1	0.1	0.9	0.1
Distilled spirits, excluding whiskey, at home ^{1, 3}		1.5	-0.3	0.5	0.8	-0.3
Wine at home ¹	0.253	3.9	-0.2	0.3	-0.2	-0.2
Alcoholic beverages away from home ¹	0.294	6.8	0.8	1.2	0.3	0.8
Beer, ale, and other malt beverages away from home ^{1, 2, 3}		6.1	0.4	0.7	0.1	0.4
Wine away from home ^{1, 2, 3}		7.8	1.0	1.2	0.1	1.0
Distilled spirits away from home ^{1, 2, 3}		7.4	1.4	1.1	0.8	1.4
Other goods ⁸	1.364	7.2	-0.1	0.6	0.6	-0.1
Tobacco and smoking products ¹	0.520	5.5	-0.1	0.3	0.7	-0.1
Cigarettes ^{1, 2}	0.450	5.5	-0.1	0.5	0.7	-0.1
Tobacco products other than cigarettes ^{1, 2}	0.065	5.1	-0.2	-1.1	0.5	-0.2
Personal care products ¹	0.653	7.5	-0.1	0.4	0.2	-0.1
Hair, dental, shaving, and miscellaneous personal care products ^{1, 2}	0.338	9.9	0.5	0.8	0.5	0.5
Cosmetics, perfume, bath, nail preparations and implements ¹	0.305	5.0	-0.8	0.0	-0.2	-0.8
Miscellaneous personal goods ^{1, 2}	0.190	10.8	0.1	1.9	2.0	0.1
Stationery, stationery supplies, gift wrap ³		16.4	2.7	4.2	2.9	2.9
Services less energy services.....	57.469	7.0	0.5	0.5	0.4	0.5
Shelter.....	32.929	7.5	0.7	0.8	0.6	0.8
Rent of shelter ¹³	32.569	7.6	0.7	0.7	0.6	0.8
Rent of primary residence.....	7.447	8.3	0.8	0.7	0.8	0.8
Lodging away from home ²	0.887	3.2	-0.4	4.9	-0.7	1.5
Housing at school, excluding board ¹³	0.124	2.9	0.1	0.1	0.2	0.2
Other lodging away from home including hotels and motels.....	0.762	3.2	-0.5	5.6	-0.9	1.7
Owners' equivalent rent of residences ¹³	24.235	7.5	0.8	0.6	0.7	0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Owners' equivalent rent of primary residence ¹³ ..	22.978	7.5	0.8	0.6	0.7	0.8
Tenants' and household insurance ^{1, 2}	0.360	0.4	0.1	0.3	0.1	0.1
Water and sewer and trash collection services ²	1.089	4.9	0.2	0.0	0.3	0.3
Water and sewerage maintenance	0.782	4.5	0.2	-0.1	0.2	0.3
Garbage and trash collection ^{1, 10}	0.308	6.1	0.2	0.5	0.5	0.2
Household operations ^{1, 2}						
Domestic services ^{1, 2}	0.235	3.7	1.7		-3.0	1.7
Gardening and lawn care services ^{1, 2}						
Moving, storage, freight expense ^{1, 2}	0.100	1.1	-1.3	0.1	-1.2	-1.3
Repair of household items ^{1, 2}						
Medical care services	6.788	4.1	0.0	-0.6	-0.7	0.1
Professional services	3.455	3.0	0.0	0.2	0.1	0.1
Physicians' services ¹	1.807	1.7	0.1	0.0	0.0	0.1
Dental services	0.920	6.4	0.1	0.2	1.1	0.2
Eyeglasses and eye care ^{1, 6}	0.352	1.7	0.4	0.1	-2.5	0.4
Services by other medical professionals ^{1, 6}	0.376	2.1	-0.9	0.0	-0.4	-0.9
Hospital and related services	2.491	4.6	1.1	-0.2	-0.3	1.5
Hospital services ¹⁴	2.123	4.4	1.3			1.7
Inpatient hospital services ^{14, 3}		4.1	1.2			1.5
Outpatient hospital services ^{3, 6}		4.7	1.4			1.7
Nursing homes and adult day services ¹⁴	0.205	4.7	0.3	0.0	0.4	0.5
Care of invalids and elderly at home ^{1, 5}	0.163	6.1	0.2	0.5	0.0	0.2
Health insurance ^{1, 5}	0.842	7.9	-3.4	-4.0	-4.3	-3.4
Transportation services	6.018	14.6	-0.2	0.8	-0.1	0.2
Leased cars and trucks ^{1, 11}	0.849		1.5	-0.5	-1.9	1.5
Car and truck rental ²	0.141	-4.9	-3.3	-0.5	-2.4	-1.6
Motor vehicle maintenance and repair ¹	1.087	13.0	1.0	0.7	1.3	1.0
Motor vehicle body work ¹	0.053	10.1	0.2	1.4	0.4	0.2
Motor vehicle maintenance and servicing ¹	0.589	9.2	0.4	1.2	0.8	0.4
Motor vehicle repair ^{1, 2}	0.400	19.5	2.1	-0.1	2.0	2.1
Motor vehicle insurance	2.532	14.2	0.7	1.7	0.9	0.6
Motor vehicle fees ^{1, 2}	0.496	1.8	0.1	-0.3	-0.4	0.1
State motor vehicle registration and license fees ^{1, 2}	0.287	2.5	0.2	0.0	-0.3	0.2
Parking and other fees ^{1, 2}	0.194	0.7	0.1	-0.8	-0.6	0.1
Parking fees and tolls ^{2, 3}		1.5	0.8	-1.0	-0.6	0.9
Public transportation	0.914	18.9	-5.3	0.5	-2.0	-2.8
Airline fares	0.630	28.5	-8.2	-1.1	-3.0	-3.1
Other intercity transportation	0.091	2.0	0.6	1.6	-1.6	0.3
Ship fare ^{1, 2, 3}		-2.6	1.4	-0.2	-2.3	1.4
Intracity transportation ¹	0.191	4.0	1.8	-1.1	0.3	1.8
Intracity mass transit ^{1, 3, 8}		0.2	-0.1	0.0	0.1	-0.1
Recreation services ⁸	3.147	5.7	0.3	0.8	1.0	0.3
Video and audio services ⁸	1.141	4.2	-0.5	0.7	0.9	-0.3
Cable and satellite television service ¹⁰	1.047	4.0	-0.6	0.8	1.0	-0.3
Video discs and other media, including rental of video ^{1, 2}	0.094	7.6	0.3	0.2	-0.7	0.3
Video discs and other media ^{1, 2, 3}		9.7	-0.9	0.0	-4.0	-0.9
Rental of video discs and other media ^{1, 2, 3}		10.2	2.2	0.2	1.7	2.2
Pet services including veterinary ²	0.524	9.1	-0.2	0.2	0.7	-0.4
Pet services ^{1, 2, 3}		7.5	0.6	0.7	1.1	0.6
Veterinarian services ^{2, 3}		8.8	-0.4	0.0	0.1	-0.4
Photographers and photo processing ^{1, 2}	0.030	5.8	-0.2	0.3	0.5	-0.2
Other recreation services ²	1.452	5.7	1.1	1.0	1.1	1.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{1, 2} ...	0.634	5.2	0.7	1.2	0.2	0.7
Admissions ¹	0.458	5.7	1.1	0.8	3.5	1.1
Admission to movies, theaters, and concerts ^{1, 2, 3}		6.5	-0.3	0.9	1.6	-0.3
Admission to sporting events ^{1, 2, 3}		-1.5	4.5	-1.6	7.5	4.5
Fees for lessons or instructions ^{1, 6}	0.171	7.8	2.6	0.4	-0.8	2.6
Education and communication services ⁸	5.316	2.4	0.2	0.1	1.0	0.3
Tuition, other school fees, and childcare.....	2.502	3.3	0.1	0.1	0.3	0.3
College tuition and fees.....	1.428	2.3	0.1	0.1	0.2	0.3
Elementary and high school tuition and fees.....	0.315	3.7	0.0	0.2	0.3	0.3
Day care and preschool ⁹	0.631	5.4	0.2	0.2	0.6	0.3
Technical and business school tuition and fees ^{1, 2} ...	0.038	1.5	0.3	0.2	-0.1	0.3
Postage and delivery services ²	0.084	4.6	0.0	3.6	0.2	0.2
Postage.....	0.075	3.6	0.0	4.2	0.2	0.2
Delivery services ²	0.009	13.3	0.2	-1.5	0.4	0.1
Telephone services ^{1, 2}	1.807	1.9	0.3	-0.1	2.1	0.3
Wireless telephone services ^{1, 2}	1.501	1.3	0.2	-0.3	2.4	0.2
Residential telephone services ^{1, 8}	0.306	4.9	0.7	0.5	0.7	0.7
Internet services and electronic information providers ^{1, 2}	0.915	1.1	0.1	0.5	0.9	0.1
Other personal services ^{1, 8}	1.366	5.5	-0.2	0.4	0.8	-0.2
Personal care services ¹	0.542	6.3	0.3	0.2	1.4	0.3
Haircuts and other personal care services ^{1, 2}	0.542	6.3	0.3	0.2	1.4	0.3
Miscellaneous personal services ¹	0.823	5.1	-0.4	0.5	0.4	-0.4
Legal services ^{1, 6}	0.230	6.0	0.2	-0.1	-0.2	0.2
Funeral expenses ^{1, 6}	0.146	5.1	0.7	1.7	0.5	0.7
Laundry and dry cleaning services ^{1, 2}	0.154	7.1	0.4	0.8	1.6	0.4
Apparel services other than laundry and dry cleaning ^{1, 2}	0.018	12.8	1.6	1.4	0.1	1.6
Financial services ^{1, 6}	0.192	1.8	-2.9	-0.1	0.3	-2.9
Checking account and other bank services ^{1, 2, 3} ...		2.4	0.2	-0.5	0.4	0.2
Tax return preparation and other accounting fees ^{1, 2, 3}			-3.5	0.0	0.4	-3.5

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 2007=100 base.

⁵ Indexes on a December 2005=100 base.

⁶ Indexes on a December 1986=100 base.

⁷ Indexes on a December 1993=100 base.

⁸ Indexes on a December 2009=100 base.

⁹ Indexes on a December 1990=100 base.

¹⁰ Indexes on a December 1983=100 base.

¹¹ Indexes on a December 2001=100 base.

¹² Indexes on a December 2019=100 base.

¹³ Indexes on a December 1982=100 base.

¹⁴ Indexes on a December 1996=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2022

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Nov. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021	Nov. 2022	Dec. 2022	Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
All items less food.....	86.219	277.506	294.918	293.722	5.8	-0.4	0.4	0.0	-0.1
All items less shelter.....	67.071	257.431	274.960	272.711	5.9	-0.8	0.3	-0.2	-0.5
All items less food and shelter.....	53.290	249.810	264.792	261.854	4.8	-1.1	0.2	-0.3	-0.7
All items less food, shelter, and energy.....	45.421	251.992	263.771	263.147	4.4	-0.2	-0.1	-0.1	-0.1
All items less food, shelter, energy, and used cars and trucks.....	41.797	252.533	267.127	266.999	5.7	0.0	0.1	0.1	0.2
All items less medical care.....	91.740	266.729	285.524	284.562	6.7	-0.3	0.5	0.2	-0.1
All items less energy.....	92.132	283.593	301.126	301.705	6.4	0.2	0.3	0.2	0.3
Commodities.....	38.971	208.602	222.112	218.607	4.8	-1.6	0.5	-0.3	-1.1
Commodities less food, energy, and used cars and trucks.....	17.257	154.329	161.993	161.642	4.7	-0.2	0.1	0.0	0.1
Commodities less food.....	25.190	173.484	181.480	176.740	1.9	-2.6	0.4	-0.8	-1.9
Commodities less food and beverages.....	24.313	170.179	177.977	173.135	1.7	-2.7	0.4	-0.8	-2.0
Services.....	61.029	347.429	371.672	373.549	7.5	0.5	0.4	0.3	0.6
Services less rent of shelter ¹	28.460	364.361	390.523	391.440	7.4	0.2	-0.1	0.0	0.4
Services less medical care services.....	54.240	329.918	354.160	356.168	8.0	0.6	0.5	0.5	0.7
Durables.....	12.310	125.747	126.596	125.624	-0.1	-0.8	-0.7	-0.9	-0.8
Nondurables.....	26.661	248.393	271.710	266.405	7.3	-2.0	0.9	0.0	-1.2
Nondurables less food.....	12.880	215.952	234.670	224.406	3.9	-4.4	1.4	-0.4	-2.9
Nondurables less food and beverages.....	12.003	212.913	231.901	220.948	3.8	-4.7	1.5	-0.5	-3.1
Nondurables less food, beverages, and apparel.....	9.594	274.750	302.330	285.747	4.0	-5.5	2.1	-0.7	-4.3
Nondurables less food and apparel.....	10.471	272.474	298.713	283.802	4.2	-5.0	1.9	-0.7	-4.1
Housing.....	42.599	287.511	308.720	310.725	8.1	0.6	0.5	0.4	0.7
Education and communication ²	6.041	143.844	144.852	144.922	0.7	0.0	0.0	0.7	0.1
Education ²	2.588	277.904	286.792	287.177	3.3	0.1	0.1	0.3	0.3
Communication ²	3.454	76.298	75.464	75.452	-1.1	0.0	-0.1	1.0	0.0
Information and information processing ²	3.369	71.986	71.103	71.091	-1.2	0.0	-0.2	1.0	0.0
Information technology, hardware and services ³	1.562	7.427	7.110	7.083	-4.6	-0.4	-0.2	-0.2	-0.3
Recreation ²	5.021	126.695	132.965	133.172	5.1	0.2	0.7	0.5	0.2
Video and audio ²	1.411	110.531	113.219	112.507	1.8	-0.6	0.7	0.5	-0.2
Pets, pet products and services ²	1.099	188.497	209.095	209.069	10.9	0.0	0.7	0.6	-0.1
Photography ²	0.051	77.661	81.866	82.174	5.8	0.4	-0.5	-0.3	1.3
Food and beverages.....	14.659	285.556	313.467	314.459	10.1	0.3	0.6	0.5	0.3
Domestically produced farm food.....	7.179	276.523	308.940	309.885	12.1	0.3	0.6	0.0	0.3
Other services.....	9.829	380.714	394.818	395.485	3.9	0.2	0.4	1.0	0.2
Apparel less footwear.....	1.823	112.104	118.110	116.146	3.6	-1.7	-0.5	0.3	0.7
Fuels and utilities.....	4.906	270.831	305.991	307.348	13.5	0.4	-0.4	-0.7	0.5
Household energy.....	3.817	225.435	260.589	261.904	16.2	0.5	-0.5	-1.0	0.6
Medical care.....	8.260	530.026	550.844	551.002	4.0	0.0	-0.5	-0.5	0.1
Transportation.....	18.282	246.499	264.668	255.993	3.9	-3.3	0.7	-1.1	-2.5
Private transportation.....	17.368	246.999	263.196	254.846	3.2	-3.2	0.7	-1.0	-2.5
New and used motor vehicles ²	8.767	124.853	126.795	125.674	0.7	-0.9	-0.9	-1.5	-1.0
Utilities and public transportation.....	8.418	231.516	254.051	254.138	9.8	0.0	-0.3	0.1	0.5
Household furnishings and operations.....	4.764	136.787	145.568	145.972	6.7	0.3	0.0	0.0	0.3
Other goods and services.....	2.729	487.131	518.668	518.088	6.4	-0.1	0.5	0.7	-0.1
Personal care.....	2.209	247.561	264.117	263.813	6.6	-0.1	0.5	0.7	-0.1

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1997=100 base.

³ Indexes on a December 1988=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2022

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Dec. 2022 from:			Percent change to Nov. 2022 from:		
		Dec. 2021	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
U.S. city average.....	M	6.5	-0.4	-0.3	7.1	0.3	-0.1
Region and area size²							
Northeast.....	M	6.1	0.0	-0.1	6.4	0.4	0.1
Northeast - Size Class A.....	M	6.3	0.2	0.0	6.4	0.5	0.2
Northeast - Size Class B/C ³	M	5.9	-0.2	-0.2	6.4	0.3	0.0
New England ⁴	M	5.5	-0.1	-0.5	6.4	0.9	0.4
Middle Atlantic ⁴	M	6.3	0.1	0.1	6.4	0.2	0.0
Midwest.....	M	6.0	-0.6	-0.5	6.8	0.0	-0.2
Midwest - Size Class A.....	M	5.8	-0.9	-0.4	6.6	-0.4	-0.5
Midwest - Size Class B/C ³	M	6.1	-0.5	-0.5	6.9	0.2	0.0
East North Central ⁴	M	6.2	-0.8	-0.6	7.1	0.1	-0.2
West North Central ⁴	M	5.7	-0.2	-0.2	6.1	-0.3	-0.1
South.....	M	7.0	-0.2	-0.3	7.7	0.5	0.1
South - Size Class A.....	M	7.3	-0.2	-0.3	8.2	0.5	0.1
South - Size Class B/C ³	M	6.9	-0.2	-0.3	7.4	0.4	0.0
South Atlantic ⁴	M	7.3	0.0	-0.3	8.1	0.8	0.3
East South Central ⁴	M	6.5	-0.1	0.0	6.3	0.2	-0.1
West South Central ⁴	M	6.7	-0.8	-0.4	7.4	-0.2	-0.4
West.....	M	6.2	-0.9	-0.4	7.1	0.3	-0.4
West - Size Class A.....	M	6.2	-0.8	-0.3	7.0	0.2	-0.4
West - Size Class B/C ³	M	6.3	-0.9	-0.5	7.2	0.3	-0.4
Mountain ⁴	M	7.4	-0.6	-0.2	8.3	0.4	-0.4
Pacific ⁴	M	5.8	-0.9	-0.5	6.7	0.2	-0.5
Size classes							
Size Class A ⁵	M	6.4	-0.4	-0.2	7.1	0.3	-0.1
Size Class B/C ³	M	6.5	-0.4	-0.4	7.1	0.3	-0.1
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	5.5	-1.4	-0.8	6.8	-0.4	-0.6
Los Angeles-Long Beach-Anaheim, CA.....	M	4.9	-1.4	-0.6	6.0	-0.1	-0.8
New York-Newark-Jersey City, NY-NJ-PA.....	M	6.3	0.4	0.2	5.9	0.3	0.2
Atlanta-Sandy Springs-Roswell, GA.....	2	8.1	-0.5				
Baltimore-Columbia-Towson, MD ⁶	2	6.3	-0.1				
Detroit-Warren-Dearborn, MI.....	2	6.2	-1.0				
Houston-The Woodlands-Sugar Land, TX.....	2	5.3	-1.5				
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	9.9	1.0				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	6.4	-0.4				
Phoenix-Mesa-Scottsdale, AZ ⁷	2	9.5	-0.7				
San Francisco-Oakland-Hayward, CA.....	2	4.9	-0.3				
Seattle-Tacoma-Bellevue, WA.....	2	8.4	0.1				
St. Louis, MO-IL.....	2	6.2	0.1				
Urban Alaska.....	2	5.4	-1.7				
Boston-Cambridge-Newton, MA-NH.....	1				7.0	0.6	
Dallas-Fort Worth-Arlington, TX.....	1				8.4	0.3	
Denver-Aurora-Lakewood, CO.....	1				6.9	0.5	
Minneapolis-St. Paul-Bloomington, MN-WI.....	1				5.3	-1.0	
Riverside-San Bernardino-Ontario, CA ⁴	1				7.5	0.6	
San Diego-Carlsbad, CA.....	1				6.7	-0.7	
Tampa-St. Petersburg-Clearwater, FL ⁸	1				9.6	1.0	
Urban Hawaii.....	1				5.8	-0.6	
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1				5.6	0.3	

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2022
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ¹	CPI-U	C-CPI-U ¹	CPI-U
December 2009.....			2.5	2.7
December 2010.....			1.3	1.5
December 2011.....			2.9	3.0
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
December 2016.....			1.8	2.1
December 2017.....			1.7	2.1
December 2018.....			1.5	1.9
December 2019.....			1.8	2.3
January 2020.....	0.4	0.4	2.0	2.5
February 2020.....	0.3	0.3	1.8	2.3
March 2020.....	-0.2	-0.2	1.1	1.5
April 2020.....	-0.5	-0.7	0.2	0.3
May 2020.....	-0.1	0.0	-0.1	0.1
June 2020.....	0.6	0.5	0.4	0.6
July 2020.....	0.6	0.5	0.9	1.0
August 2020.....	0.4	0.3	1.3	1.3
September 2020.....	0.1	0.1	1.4	1.4
October 2020.....	0.0	0.0	1.2	1.2
November 2020.....	-0.1	-0.1	1.2	1.2
December 2020.....	0.1	0.1	1.5	1.4
January 2021.....	0.5	0.4	1.6	1.4
February 2021.....	0.5	0.5	1.8	1.7
March 2021.....	0.6	0.7	2.6	2.6
April 2021.....	0.8	0.8	4.0	4.2
May 2021.....	0.7	0.8	4.9	5.0
June 2021.....	0.8	0.9	5.1	5.4
July 2021.....	0.5	0.5	5.0	5.4
August 2021.....	0.1	0.2	4.8	5.3
September 2021.....	0.3	0.3	5.0	5.4
October 2021.....	0.7	0.8	5.8	6.2
November 2021.....	0.4	0.5	6.4	6.8
December 2021.....	0.2	0.3	6.5	7.0
January 2022.....	0.8	0.8	6.9	7.5
February 2022.....	0.9	0.9	7.3	7.9
March 2022.....	1.2	1.3	7.9	8.5
April 2022.....	0.6	0.6	7.7	8.3
May 2022.....	1.0	1.1	7.9	8.6
June 2022.....	1.2	1.4	8.3	9.1
July 2022.....	0.1	0.0	7.8	8.5
August 2022.....	0.1	0.0	7.8	8.3
September 2022.....	0.3	0.2	7.8	8.2
October 2022.....	0.4	0.4	7.5	7.7
November 2022.....	-0.1	-0.1	6.9	7.1
December 2022.....	-0.2	-0.3	6.4	6.5

¹ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
All items.....	100.000	-0.1		0.04	S-May 2020	-0.1
Food.....	13.781	0.3	0.037	0.09	S-Mar.2021	0.2
Food at home.....	8.525	0.2	0.017	0.13	S-Mar.2021	0.2
Cereals and bakery products.....	1.118	0.0	0.000	0.32	S-Aug.2021	0.0
Cereals and cereal products.....	0.358	-0.3	-0.001	0.38	S-Nov.2020	-0.3
Flour and prepared flour mixes.....	0.059	-1.0	-0.001	0.89	S-Jul.2020	-1.3
Breakfast cereal ⁴	0.149	1.1	0.002	0.68	L-Jul.2022	2.0
Rice, pasta, cornmeal.....	0.149	-0.5	-0.001	0.53	S-Jun.2021	-0.5
Rice ^{4, 5, 6}		0.5		0.62	S-Jun.2022	-1.1
Bakery products ⁴	0.760	0.1	0.001	0.39	S-Dec.2021	0.1
Bread ^{4, 5}	0.215	0.2	0.000	0.53	S-Dec.2021	0.0
White bread ^{4, 6}		1.3		0.74	S-Sep.2022	0.5
Bread other than white ^{4, 6}		-0.7		0.86	S-Jun.2021	-0.9
Fresh biscuits, rolls, muffins ⁵	0.116	0.0	0.000	1.00	S-Sep.2022	-0.2
Cakes, cupcakes, and cookies ⁴	0.187	0.3	0.001	0.67	S-Oct.2022	0.1
Cookies ^{4, 6}		1.0		0.77	S-Oct.2022	0.3
Fresh cakes and cupcakes ^{4, 6}		-0.4		1.06	S-Oct.2022	-0.8
Other bakery products.....	0.242	0.0	0.000	0.67	S-Aug.2021	-0.1
Fresh sweetrolls, coffeecakes, doughnuts ^{4, 6}		2.6		1.29	L-Feb.2022	4.1
Crackers, bread, and cracker products ⁶		-1.3		1.31	S-Dec.2020	-2.7
Frozen and refrigerated bakery products, pies, tarts, turnovers ^{4, 6}		-1.1		0.86	S-Nov.2021	-1.1
Meats, poultry, fish, and eggs.....	1.898	1.0	0.018	0.25	L-May 2022	1.1
Meats, poultry, and fish.....	1.751	0.1	0.002	0.27	L-Sep.2022	0.7
Meats.....	1.101	0.6	0.006	0.38	L-Sep.2022	0.7
Beef and veal.....	0.496	1.3	0.006	0.55	L-Oct.2021	2.5
Uncooked ground beef ⁴	0.183	-0.1	0.000	0.65	L-Aug.2022	0.5
Uncooked beef roasts ^{4, 5}	0.073	1.1	0.001	1.40	L-Aug.2022	1.3
Uncooked beef steaks ⁵	0.192	0.9	0.002	0.93	L-Sep.2022	1.4
Uncooked other beef and veal ^{4, 5}	0.048	0.6	0.000	1.15	L-Jul.2022	1.8
Pork.....	0.353	-0.2	-0.001	0.64	L-Sep.2022	1.8
Bacon, breakfast sausage, and related products ⁵	0.157	-0.5	-0.001	0.77	L-Sep.2022	0.6
Bacon and related products ⁶		-2.9		0.86	S-Aug.2019	-3.4
Breakfast sausage and related products ^{5, 6}		2.1		1.20	L-Jul.2022	2.6
Ham.....	0.065	-1.1	-0.001	1.86	S-Apr.2022	-1.8
Ham, excluding canned ⁶		-1.3		2.02	S-Jul.2022	-1.6
Pork chops ⁴	0.051	0.2	0.000	1.63	S-Oct.2022	0.2
Other pork including roasts, steaks, and ribs ⁵	0.080	0.5	0.000	1.53	L-Sep.2022	4.1
Other meats.....	0.252	0.3	0.001	0.60	S-Aug.2022	-0.6
Frankfurters ⁶		3.9		1.28	L-Aug.2022	4.9
Lunchmeats ^{4, 5, 6}		-0.2		0.59	S-Aug.2022	-0.3
Poultry ⁴	0.363	-0.6	-0.002	0.51	L-Sep.2022	0.6
Chicken ^{4, 5}	0.294	-0.6	-0.002	0.62	L-Sep.2022	0.5
Fresh whole chicken ^{4, 6}		-0.3		0.93	S-Oct.2022	-0.8
Fresh and frozen chicken parts ^{4, 6}		-0.8		0.73	L-Sep.2022	0.6
Other uncooked poultry including turkey ⁵	0.069	-0.5	0.000	0.90	S-Dec.2021	-0.7
Fish and seafood.....	0.287	-0.7	-0.002	0.56	S-Apr.2021	-0.8
Fresh fish and seafood ^{4, 5}	0.144	-1.0	-0.001	0.84	L-Oct.2022	0.6
Processed fish and seafood ⁵	0.143	0.0	0.000	0.71	S-Oct.2022	-0.9
Shelf stable fish and seafood ⁶		2.4		0.91	L-Aug.2022	2.4
Frozen fish and seafood ⁶		-1.0		0.96	S-Oct.2022	-1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Eggs ⁴	0.147	11.1	0.016	0.73	L-Apr.2020	15.0
Dairy and related products.....	0.811	-0.3	-0.003	0.32	S-Aug.2021	-0.8
Milk ⁵	0.205	-1.0	-0.002	0.43	S-Sep.2022	-1.3
Fresh whole milk ⁶		-0.6		0.56	S-Oct.2022	-0.9
Fresh milk other than whole ^{5, 6}		-0.6		0.65	S-Sep.2022	-1.5
Cheese and related products ⁴	0.262	0.5	0.001	0.59	L-Sep.2022	0.7
Ice cream and related products.....	0.123	-1.1	-0.001	0.94	S-Nov.2021	-1.6
Other dairy and related products ^{4, 5}	0.222	-0.1	0.000	0.57	S-Nov.2021	-0.2
Fruits and vegetables.....	1.431	-0.6	-0.009	0.33	S-Oct.2022	-0.9
Fresh fruits and vegetables.....	1.086	-1.1	-0.012	0.40	S-Oct.2022	-1.5
Fresh fruits.....	0.574	-1.9	-0.011	0.62	S-Oct.2022	-2.4
Apples.....	0.076	0.2	0.000	1.09	S-Oct.2022	-0.8
Bananas ⁴	0.078	-0.4	0.000	0.71	S-Oct.2022	-1.1
Citrus fruits ⁵	0.161	-0.3	0.000	1.06	S-Oct.2022	-2.5
Oranges, including tangerines ⁶		-1.7		1.43	S-Oct.2022	-3.6
Other fresh fruits ⁵	0.260	-2.6	-0.007	1.07	S-Sep.2020	-2.7
Fresh vegetables.....	0.512	-0.1	-0.001	0.51	S-Oct.2022	-0.5
Potatoes.....	0.078	1.6	0.001	0.77	L-Sep.2022	3.5
Lettuce ⁴	0.069	4.0	0.003	0.92	S-Oct.2022	3.3
Tomatoes.....	0.082	3.4	0.003	1.09	L-Mar.2020	4.1
Other fresh vegetables.....	0.283	-1.3	-0.004	0.71	S-Jan.2021	-1.4
Processed fruits and vegetables ⁵	0.345	0.7	0.002	0.41	L-Oct.2022	1.1
Canned fruits and vegetables ⁵	0.178	0.3	0.001	0.61	L-Oct.2022	1.8
Canned fruits ^{5, 6}		-0.9		0.69	S-Dec.2020	-1.3
Canned vegetables ^{5, 6}		0.4		0.72	L-Oct.2022	1.8
Frozen fruits and vegetables ⁵	0.103	1.1	0.001	0.88	S-Oct.2022	0.4
Frozen vegetables ⁶		0.9		1.04	S-Oct.2022	0.8
Other processed fruits and vegetables including dried ⁵	0.064	1.7	0.001	0.94	L-Jul.2022	2.7
Dried beans, peas, and lentils ^{4, 5, 6}		3.2		0.90	L-Mar.2022	4.4
Nonalcoholic beverages and beverage materials.....	0.981	0.1	0.001	0.40	S-Jan.2022	0.0
Juices and nonalcoholic drinks ⁵	0.693	0.0	0.000	0.49	S-Jan.2022	-0.9
Carbonated drinks.....	0.290	1.1	0.003	0.85	L-Oct.2022	1.2
Frozen noncarbonated juices and drinks ^{4, 5}	0.007	1.0	0.000	0.66	S-Aug.2022	-3.1
Nonfrozen noncarbonated juices and drinks ⁵	0.395	-0.7	-0.003	0.59	S-Apr.2019	-0.7
Beverage materials including coffee and tea ⁵	0.288	0.2	0.001	0.61	S-Aug.2022	-0.8
Coffee.....	0.186	0.0	0.000	0.79	S-Aug.2022	-1.0
Roasted coffee ⁶		0.6		0.90	L-Oct.2022	1.5
Instant coffee ^{4, 6}		-2.2		1.86	S-Jul.2021	-2.5
Other beverage materials including tea ^{4, 5}	0.102	0.1	0.000	1.01	S-Oct.2022	-0.1
Other food at home.....	2.285	0.4	0.010	0.25	L-Oct.2022	0.9
Sugar and sweets ⁴	0.290	0.4	0.001	0.68	L-Oct.2022	0.7
Sugar and sugar substitutes.....	0.043	1.0	0.000	0.59	L-Aug.2022	2.4
Candy and chewing gum ^{4, 5}	0.185	1.0	0.002	0.97	L-Sep.2022	2.0
Other sweets ⁵	0.063	-0.3	0.000	0.82	L-Oct.2022	1.0
Fats and oils.....	0.261	1.5	0.004	0.59	L-Oct.2022	2.1
Butter and margarine ⁵	0.083	1.7	0.001	1.06	L-Oct.2022	1.9
Butter ⁶		3.3		1.49	L-Jun.2022	4.8
Margarine ^{4, 6}		1.9		1.54	L-Sep.2022	4.2
Salad dressing ⁵	0.061	-1.1	-0.001	0.96	S-Aug.2020	-1.4
Other fats and oils including peanut butter ⁵	0.117	3.4	0.004	0.95	L-Jul.2022	3.6
Peanut butter ^{4, 5, 6}		1.8		0.58	L-Jul.2022	3.5
Other foods.....	1.734	0.3	0.005	0.29	L-Oct.2022	0.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Soups.....	0.101	0.9	0.001	1.00	L-Sep.2022	2.6
Frozen and freeze dried prepared foods.....	0.280	1.1	0.003	0.55	L-Aug.2022	1.5
Snacks ⁴	0.374	-0.2	-0.001	0.58	L-Oct.2022	1.3
Spices, seasonings, condiments, sauces.....	0.330	1.0	0.003	0.48	L-Jul.2022	2.4
Salt and other seasonings and spices ^{5, 6}		-0.5		0.73	—	—
Olives, pickles, relishes ^{4, 5, 6}		0.6		0.86	S-Sep.2022	-0.6
Sauces and gravies ^{5, 6}		1.5		1.02	L-Jul.2022	3.4
Other condiments ⁶		3.8		0.71	L-Aug.2014	4.0
Baby food ^{4, 5}	0.045	-0.2	0.000	0.61	S-Aug.2022	-2.0
Other miscellaneous foods ⁵	0.605	-0.3	-0.002	0.60	S-Apr.2021	-0.6
Prepared salads ^{7, 6}		-0.9		1.61	S-Oct.2022	-1.2
Food away from home ⁴	5.257	0.4	0.020	0.11	S-Mar.2022	0.3
Full service meals and snacks ^{4, 5}	2.438	0.1	0.003	0.14	S-Aug.2020	0.1
Limited service meals and snacks ^{4, 5}	2.532	0.5	0.014	0.15	S-Apr.2022	0.3
Food at employee sites and schools ^{4, 5}	0.077	0.6	0.000	2.22	S-May 2022	0.4
Food at elementary and secondary schools ^{4, 8, 6}		0.2		6.84	L-May 2022	0.3
Food from vending machines and mobile vendors ^{4, 5}	0.038	1.4	0.001	0.46	L-Oct.2022	3.7
Other food away from home ^{4, 5}	0.171	1.0	0.002	0.12	L-Jun.2022	1.8
Energy.....	7.868	-4.5	-0.354	0.14	S-Aug.2022	-5.0
Energy commodities.....	4.308	-9.4	-0.408	0.13	S-Aug.2022	-10.1
Fuel oil and other fuels.....	0.257	-11.9	-0.030	0.65	S-Feb.1990	-16.1
Fuel oil ⁴	0.183	-16.6	-0.030	0.67	S-Feb.1990	-19.0
Propane, kerosene, and firewood ⁹	0.073	-0.2	0.000	0.83	L-Oct.2022	0.0
Motor fuel.....	4.052	-9.2	-0.378	0.13	S-Aug.2022	-10.5
Gasoline (all types).....	3.951	-9.4	-0.376	0.13	S-Aug.2022	-10.6
Gasoline, unleaded regular ⁶		-9.6		0.39	S-Aug.2022	-10.8
Gasoline, unleaded midgrade ^{10, 6}		-8.3		0.36	S-Aug.2022	-10.0
Gasoline, unleaded premium ⁶		-8.2		0.36	S-Aug.2022	-8.8
Other motor fuels ^{4, 5}	0.101	-8.5	-0.009	0.26	S-Jan.2016	-8.5
Energy services.....	3.560	1.5	0.054	0.21	L-Aug.2022	2.1
Electricity.....	2.610	1.0	0.026	0.21	L-Aug.2022	1.5
Utility (piped) gas service.....	0.950	3.0	0.028	0.37	L-Aug.2022	3.5
All items less food and energy.....	78.350	0.3	0.237	0.04	L-Oct.2022	0.3
Commodities less food and energy commodities.....	20.882	-0.3	-0.070	0.10	L-Sep.2022	0.0
Household furnishings and supplies ¹¹	3.949	0.2	0.009	0.24	S-Oct.2022	-0.2
Window and floor coverings and other linens ^{4, 5}	0.292	-0.4	-0.001	1.08	L-Oct.2022	0.5
Floor coverings ^{4, 5}	0.069	0.0	0.000	1.03	S-Oct.2022	-1.4
Window coverings ^{4, 5}	0.056	1.7	0.001	1.42	L-Aug.2022	3.7
Other linens ^{4, 5}	0.167	-1.2	-0.002	1.57	L-Oct.2022	1.9
Furniture and bedding ⁴	0.952	0.0	0.000	0.47	L-Aug.2022	0.5
Bedroom furniture ⁴	0.305	0.6	0.002	0.72	L-Jul.2022	1.2
Living room, kitchen, and dining room furniture ^{4, 5}	0.471	-0.6	-0.003	0.79	S-Oct.2022	-1.9
Other furniture ⁵	0.167	0.0	0.000	0.83	L-Sep.2022	4.2
Appliances ⁵	0.240	0.2	0.001	0.62	S-Oct.2022	-0.5
Major appliances ⁵	0.076	1.0	0.001	0.80	L-Mar.2022	2.8
Laundry equipment ^{4, 6}		4.1		1.08	L-Aug.2022	6.9
Other appliances ^{4, 5}	0.161	-0.7	-0.001	0.85	S-Oct.2022	-1.0
Other household equipment and furnishings ⁵	0.549	-0.3	-0.002	0.54	L-Sep.2022	1.2
Clocks, lamps, and decorator items ⁴	0.331	-2.6	-0.008	0.66	S-May 2022	-3.7
Indoor plants and flowers ¹²	0.099	0.1	0.000	0.89	S-Jul.2022	0.0
Dishes and flatware ^{4, 5}	0.049	0.7	0.000	1.90	L-Sep.2022	3.3
Nonelectric cookware and tableware ^{4, 5}	0.070	1.6	0.001	1.17	L-Mar.2022	1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Tools, hardware, outdoor equipment and supplies ⁵ ...	0.955	1.4	0.013	0.34	L-Aug.2022	1.4
Tools, hardware and supplies ^{4, 5}	0.251	1.2	0.003	0.57	L-Oct.2022	1.4
Outdoor equipment and supplies ⁵	0.474	1.5	0.007	0.43	L-Jan.2022	2.1
Housekeeping supplies ⁴	0.961	0.3	0.003	0.34	S-Nov.2021	0.2
Household cleaning products ^{4, 5}	0.345	-0.1	0.000	0.54	S-Sep.2021	-0.4
Household paper products ^{4, 5}	0.225	1.4	0.003	0.45	S-Oct.2022	0.4
Miscellaneous household products ^{4, 5}	0.390	0.0	0.000	0.57	S-Mar.2022	-0.3
Apparel.....	2.409	0.5	0.012	0.37	L-Jun.2022	0.8
Men's and boys' apparel.....	0.602	1.6	0.010	0.69	L-Nov.2021	1.7
Men's apparel.....	0.465	1.3	0.006	0.83	L-Nov.2021	1.7
Men's suits, sport coats, and outerwear.....	0.076	1.9	0.001	2.00	S-Oct.2022	-2.0
Men's underwear, nightwear, swimwear, and accessories ⁴	0.156	-1.4	-0.002	1.01	S-Jul.2022	-2.4
Men's shirts and sweaters ⁵	0.114	2.1	0.002	1.26	L-Jan.2022	2.4
Men's pants and shorts.....	0.114	1.1	0.001	1.42	L-Oct.2022	1.5
Boys' apparel.....	0.137	2.4	0.003	1.14	L-Nov.2021	2.5
Women's and girls' apparel.....	0.956	-0.3	-0.003	0.62	S-Apr.2022	-0.9
Women's apparel.....	0.803	-0.3	-0.002	0.69	S-Sep.2022	-0.4
Women's outerwear.....	0.056	2.8	0.002	1.73	L-Jan.2022	6.5
Women's dresses.....	0.087	-2.4	-0.002	1.69	S-Oct.2022	-2.4
Women's suits and separates ⁵	0.386	1.2	0.004	1.10	L-Aug.2022	1.2
Women's underwear, nightwear, swimwear, and accessories ⁵	0.266	-0.7	-0.002	0.96	S-Jun.2022	-1.5
Girls' apparel.....	0.153	-0.6	-0.001	1.39	L-Sep.2022	1.8
Footwear.....	0.586	-0.2	-0.001	0.51	S-Oct.2022	-1.1
Men's footwear ⁴	0.199	-2.4	-0.005	0.74	S-Dec.2017	-3.6
Boys' and girls' footwear.....	0.113	0.8	0.001	1.15	L-Jun.2022	1.2
Women's footwear.....	0.274	-0.6	-0.002	0.73	S-Oct.2022	-1.6
Infants' and toddlers' apparel.....	0.112	0.8	0.001	1.54	S-Oct.2022	-3.2
Jewelry and watches ⁹	0.153	3.3	0.005	1.23	L-Sep.2022	3.4
Watches ^{4, 9}	0.029	-0.1	0.000	1.52	S-Oct.2022	-0.1
Jewelry ⁹	0.124	3.7	0.005	1.50	L-Sep.2022	4.4
Transportation commodities less motor fuel ¹¹	8.212	-1.2	-0.097	0.13	L-Oct.2022	-0.9
New vehicles.....	4.068	-0.1	-0.002	0.24	S-Jan.2021	-0.4
New cars ⁶		-0.1		0.36	L-Oct.2022	0.3
New trucks ^{13, 6}		0.0		0.34	S-Jan.2021	-0.3
Used cars and trucks.....	3.624	-2.5	-0.094	0.02	L-Oct.2022	-2.4
Motor vehicle parts and equipment ⁴	0.435	0.1	0.000	0.42	S-Mar.2022	-0.2
Tires ⁴	0.272	0.5	0.001	0.54	L-Aug.2022	1.2
Vehicle accessories other than tires ^{4, 5}	0.164	-0.6	-0.001	0.55	S-Oct.2020	-1.4
Vehicle parts and equipment other than tires ^{4, 6} ...		-1.2		0.66	S-Oct.2020	-2.0
Motor oil, coolant, and fluids ^{4, 6}		0.3		0.76	L-Oct.2022	4.4
Medical care commodities ⁴	1.472	0.1	0.002	0.20	S-Oct.2022	0.0
Medicinal drugs ^{4, 11}	1.369	0.0	-0.001	0.21	S-Oct.2022	0.0
Prescription drugs ⁴	0.995	0.1	0.001	0.17	L-Aug.2022	0.4
Nonprescription drugs ^{4, 11}	0.375	-0.4	-0.002	0.51	S-Sep.2022	-0.4
Medical equipment and supplies ^{4, 11}	0.103	2.3	0.002	0.49	L-Jan.2021	3.5
Recreation commodities ¹¹	1.874	0.1	0.002	0.24	L-Oct.2022	0.7
Video and audio products ¹¹	0.271	0.0	0.000	0.43	L-Oct.2022	0.9
Televisions.....	0.118	1.4	0.002	0.58	L-Aug.2021	2.4
Other video equipment ⁵	0.023	0.0	0.000	1.14	L-Sep.2022	0.1
Audio equipment ⁴	0.072	-2.4	-0.002	1.11	S-Jan.2021	-3.3
Recorded music and music subscriptions ^{4, 5}	0.051	0.1	0.000	0.38	S-Sep.2022	-0.2

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Pets and pet products ⁴	0.575	0.1	0.001	0.36	S-Nov.2021	0.1
Pet food ^{4, 5, 6}		0.4		0.36	S-Jan.2022	0.3
Purchase of pets, pet supplies, accessories ^{4, 5, 6}		0.1		0.75	L-Oct.2022	1.4
Sporting goods ⁴	0.549	-0.5	-0.003	0.50	S-Sep.2022	-1.1
Sports vehicles including bicycles ⁴	0.315	-0.6	-0.002	0.74	S-Sep.2022	-2.6
Sports equipment ⁴	0.223	-0.2	-0.001	0.48	L-Oct.2022	0.3
Photographic equipment and supplies.....	0.020	3.5	0.001	0.79	L-Jul.2022	4.1
Photographic equipment ^{5, 6}		3.2		0.75	L-Jul.2022	4.1
Recreational reading materials ⁴	0.095	-0.1	0.000	0.63	L-Aug.2022	2.1
Newspapers and magazines ^{4, 5}	0.056	0.0	0.000	0.82	L-Aug.2022	2.7
Recreational books ^{4, 5}	0.039	-0.1	0.000	0.85	S-Oct.2022	-2.2
Other recreational goods ⁵	0.364	0.9	0.003	0.56	L-Jul.2022	1.2
Toys.....	0.281	1.0	0.003	0.67	L-Jul.2022	1.5
Toys, games, hobbies and playground equipment ^{5, 6}		-0.1		0.90	L-Oct.2022	-0.1
Sewing machines, fabric and supplies ^{4, 5}	0.026	3.6	0.001	1.60	L-Apr.2022	4.6
Music instruments and accessories ^{4, 5}	0.042	-1.1	0.000	0.93	S-Dec.2020	-2.4
Education and communication commodities ¹¹	0.725	-0.8	-0.006	0.55	L-Sep.2022	-0.6
Educational books and supplies ⁴	0.086	0.2	0.000	0.85	L-Oct.2022	0.2
College textbooks ^{4, 14, 6}		0.2		0.73	L-May 2022	2.5
Information technology commodities ¹¹	0.639	-0.9	-0.006	0.70	L-Sep.2022	-0.6
Computers, peripherals, and smart home assistants ^{4, 7}	0.326	-2.4	-0.008	0.83	L-Oct.2022	-0.3
Computer software and accessories ^{4, 5}	0.019	-0.9	0.000	1.40	L-Sep.2022	1.2
Telephone hardware, calculators, and other consumer information items ⁵	0.295	0.7	0.002	0.85	L-Dec.2021	0.8
Smartphones ^{4, 6, 15}		0.7		1.16	L-Jan.2022	1.1
Alcoholic beverages.....	0.877	0.5	0.004	0.20	S-Sep.2022	0.0
Alcoholic beverages at home.....	0.583	0.6	0.004	0.25	S-Oct.2022	0.5
Beer, ale, and other malt beverages at home.....	0.225	1.3	0.003	0.38	—	—
Distilled spirits at home ⁴	0.105	-0.1	0.000	0.34	S-Sep.2022	-0.8
Whiskey at home ^{4, 6}		0.1		0.42	S-Oct.2022	0.1
Distilled spirits, excluding whiskey, at home ^{4, 6}		-0.3		0.52	S-Sep.2022	-0.3
Wine at home ⁴	0.253	-0.2	-0.001	0.39	—	—
Alcoholic beverages away from home ⁴	0.294	0.8	0.002	0.24	L-Oct.2022	1.2
Beer, ale, and other malt beverages away from home ^{4, 5, 6}		0.4		0.29	L-Oct.2022	0.7
Wine away from home ^{4, 5, 6}		1.0		0.29	L-Oct.2022	1.2
Distilled spirits away from home ^{4, 5, 6}		1.4		0.31	L-Jun.2021	1.6
Other goods ¹¹	1.364	-0.1	-0.001	0.21	S-May 2021	-0.1
Tobacco and smoking products ⁴	0.520	-0.1	-0.001	0.20	S-Jan.2022	-0.1
Cigarettes ^{4, 5}	0.450	-0.1	0.000	0.22	S-Jan.2022	-0.3
Tobacco products other than cigarettes ^{4, 5}	0.065	-0.2	0.000	0.33	S-Oct.2022	-1.1
Personal care products ⁴	0.653	-0.1	-0.001	0.26	S-Dec.2021	-0.2
Hair, dental, shaving, and miscellaneous personal care products ^{4, 5}	0.338	0.5	0.002	0.33	—	—
Cosmetics, perfume, bath, nail preparations and implements ⁴	0.305	-0.8	-0.002	0.37	S-Jul.2021	-1.0
Miscellaneous personal goods ^{4, 5}	0.190	0.1	0.000	0.88	S-Aug.2022	0.0
Stationery, stationery supplies, gift wrap ⁶		2.9		0.71	—	—
Services less energy services.....	57.469	0.5	0.314	0.05	L-Oct.2022	0.5
Shelter.....	32.929	0.8	0.262	0.06	L-Oct.2022	0.8
Rent of shelter ¹⁶	32.569	0.8	0.249	0.06	L-Sep.2022	0.8
Rent of primary residence.....	7.447	0.8	0.059	0.05	—	—

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Lodging away from home ⁵	0.887	1.5	0.014	1.65	L-Oct.2022	4.9
Housing at school, excluding board ¹⁶	0.124	0.2	0.000	0.05	—	—
Other lodging away from home including hotels and motels.....	0.762	1.7	0.014	1.90	L-Oct.2022	5.6
Owners' equivalent rent of residences ¹⁶	24.235	0.8	0.189	0.05	L-Sep.2022	0.8
Owners' equivalent rent of primary residence ¹⁶ ..	22.978	0.8	0.180	0.05	L-Sep.2022	0.8
Tenants' and household insurance ^{4, 5}	0.360	0.1	0.000	0.12	—	—
Water and sewer and trash collection services ⁵	1.089	0.3	0.003	0.10	—	—
Water and sewerage maintenance.....	0.782	0.3	0.002	0.10	L-Sep.2022	0.3
Garbage and trash collection ^{4, 13}	0.308	0.2	0.001	0.26	S-Aug.2022	0.1
Household operations ^{4, 5}						
Domestic services ^{4, 5}	0.235	1.7	0.004	0.38	L-Dec.2021	2.4
Gardening and lawncare services ^{4, 5}						
Moving, storage, freight expense ^{4, 5}	0.100	-1.3	-0.001	1.45	S-Sep.2022	-2.2
Repair of household items ^{4, 5}						
Medical care services.....	6.788	0.1	0.006	0.13	L-Sep.2022	1.0
Professional services.....	3.455	0.1	0.002	0.20	—	—
Physicians' services ⁴	1.807	0.1	0.002	0.27	L-Sep.2022	0.5
Dental services.....	0.920	0.2	0.002	0.19	S-Oct.2022	0.2
Eyeglasses and eye care ^{4, 9}	0.352	0.4	0.001	0.37	L-Sep.2022	3.2
Services by other medical professionals ^{4, 9}	0.376	-0.9	-0.003	0.10	S-Jul.1995	-0.9
Hospital and related services.....	2.491	1.5	0.037	0.12	L-Oct.2015	1.8
Hospital services ¹⁷	2.123	1.7	0.035	0.13	L-Oct.2015	2.0
Inpatient hospital services ^{17, 6}		1.5		0.36	L-Oct.2015	2.2
Outpatient hospital services ^{9, 6}		1.7		0.34	L-Oct.2015	1.7
Nursing homes and adult day services ¹⁷	0.205	0.5	0.001	0.16	L-Jun.2022	1.4
Care of invalids and elderly at home ^{4, 8}	0.163	0.2	0.000	0.24	L-Oct.2022	0.5
Health insurance ^{4, 8}	0.842	-3.4	-0.029	0.15	L-Sep.2022	2.1
Transportation services.....	6.018	0.2	0.011	0.19	L-Oct.2022	0.8
Leased cars and trucks ^{4, 14}	0.849	1.5	0.013	0.35	L-Jun.2018	1.6
Car and truck rental ⁵	0.141	-1.6	-0.002	1.79	L-Oct.2022	-0.5
Motor vehicle maintenance and repair ⁴	1.087	1.0	0.011	0.21	S-Oct.2022	0.7
Motor vehicle body work ⁴	0.053	0.2	0.000	0.26	S-Aug.2022	-1.2
Motor vehicle maintenance and servicing ⁴	0.589	0.4	0.002	0.25	S-May 2022	0.3
Motor vehicle repair ^{4, 5}	0.400	2.1	0.009	0.31	L-Sep.2022	2.2
Motor vehicle insurance.....	2.532	0.6	0.014	0.19	S-May 2022	0.5
Motor vehicle fees ^{4, 5}	0.496	0.1	0.001	0.23	L-Sep.2022	0.5
State motor vehicle registration and license fees ^{4, 5}	0.287	0.2	0.000	0.02	L-Aug.2022	0.8
Parking and other fees ^{4, 5}	0.194	0.1	0.000	0.45	L-Sep.2022	1.4
Parking fees and tolls ^{5, 6}		0.9		0.53	L-Aug.2022	1.1
Public transportation.....	0.914	-2.8	-0.025	0.65	S-Aug.2022	-3.2
Airline fares.....	0.630	-3.1	-0.019	0.97	S-Aug.2022	-4.6
Other intercity transportation.....	0.091	0.3	0.000	0.62	L-Oct.2022	1.6
Ship fare ^{4, 5, 6}		1.4		0.82	L-Sep.2022	1.5
Intracity transportation ⁴	0.191	1.8	0.003	0.92	L-Apr.2021	1.8
Intracity mass transit ^{4, 11, 6}		-0.1		0.26	S-Jul.2022	-0.2
Recreation services ¹¹	3.147	0.3	0.010	0.21	S-Sep.2022	0.2
Video and audio services ¹¹	1.141	-0.3	-0.003	0.17	S-Sep.2022	-0.4
Cable and satellite television service ¹³	1.047	-0.3	-0.004	0.13	S-Sep.2022	-0.4
Video discs and other media, including rental of video ^{4, 5}	0.094	0.3	0.000	1.04	L-Aug.2022	1.2
Video discs and other media ^{4, 5, 6}		-0.9		1.84	L-Oct.2022	0.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Rental of video discs and other media ^{4, 5, 6}		2.2		0.22	L-Jun.2019	2.2
Pet services including veterinary ⁵	0.524	-0.4	-0.002	0.32	S-May 2022	-0.6
Pet services ^{4, 5, 6}		0.6		0.39	S-Sep.2022	0.6
Veterinarian services ^{5, 6}		-0.4		0.60	S-May 2022	-1.1
Photographers and photo processing ^{4, 5}	0.030	-0.2	0.000	0.45	S-Jul.2022	-0.7
Other recreation services ⁵	1.452	1.1	0.016	0.41	—	—
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{4, 5}	0.634	0.7	0.005	0.28	L-Oct.2022	1.2
Admissions ⁴	0.458	1.1	0.005	0.87	S-Oct.2022	0.8
Admission to movies, theaters, and concerts ^{4, 5, 6}		-0.3		0.61	S-Sep.2022	-0.6
Admission to sporting events ^{4, 5, 6}		4.5		4.15	S-Oct.2022	-1.6
Fees for lessons or instructions ^{4, 9}	0.171	2.6	0.005	0.43	L-Sep.2022	2.8
Education and communication services ¹¹	5.316	0.3	0.014	0.06	S-Oct.2022	0.1
Tuition, other school fees, and childcare.....	2.502	0.3	0.008	0.08	—	—
College tuition and fees.....	1.428	0.3	0.004	0.09	L-Aug.2022	0.5
Elementary and high school tuition and fees.....	0.315	0.3	0.001	0.05	—	—
Day care and preschool ¹²	0.631	0.3	0.002	0.09	S-Oct.2022	0.2
Technical and business school tuition and fees ^{4, 5}	0.038	0.3	0.000	0.11	L-Aug.2022	0.9
Postage and delivery services ⁵	0.084	0.2	0.000	0.06	—	—
Postage.....	0.075	0.2	0.000	0.01	—	—
Delivery services ⁵	0.009	0.1	0.000	0.30	S-Oct.2022	-1.5
Telephone services ^{4, 5}	1.807	0.3	0.005	0.07	S-Oct.2022	-0.1
Wireless telephone services ^{4, 5}	1.501	0.2	0.003	0.04	S-Oct.2022	-0.3
Residential telephone services ^{4, 11}	0.306	0.7	0.002	0.27	—	—
Internet services and electronic information providers ^{4, 5}	0.915	0.1	0.001	0.20	S-Sep.2022	-0.1
Other personal services ^{4, 11}	1.366	-0.2	-0.002	0.19	S-Jan.2021	-0.3
Personal care services ⁴	0.542	0.3	0.001	0.28	S-Oct.2022	0.2
Haircuts and other personal care services ^{4, 5}	0.542	0.3	0.001	0.28	S-Oct.2022	0.2
Miscellaneous personal services ⁴	0.823	-0.4	-0.004	0.18	S-Jan.2021	-1.0
Legal services ^{4, 9}	0.230	0.2	0.001	0.09	L-May 2022	1.0
Funeral expenses ^{4, 9}	0.146	0.7	0.001	0.13	L-Oct.2022	1.7
Laundry and dry cleaning services ^{4, 5}	0.154	0.4	0.001	0.39	S-Sep.2022	-0.6
Apparel services other than laundry and dry cleaning ^{4, 5}	0.018	1.6	0.000	0.45	L-Sep.2022	5.0
Financial services ^{4, 9}	0.192	-2.9	-0.006	0.50	S-Jan.2021	-4.7
Checking account and other bank services ^{4, 5, 6}		0.2		0.30	S-Oct.2022	-0.5
Tax return preparation and other accounting fees ^{4, 5, 6}		-3.5		0.51	S-Mar.2019	-6.9
Special aggregate indexes						
All items less food.....	86.219	-0.1	-0.117	0.04	S-Jul.2022	-0.2
All items less shelter.....	67.071	-0.5	-0.342	0.05	S-Apr.2020	-1.2
All items less food and shelter.....	53.290	-0.7	-0.379	0.05	S-Apr.2020	-1.9
All items less food, shelter, and energy.....	45.421	-0.1	-0.025	0.06	—	—
All items less food, shelter, energy, and used cars and trucks.....	41.797	0.2	0.068	0.06	L-Sep.2022	0.6
All items less medical care.....	91.740	-0.1	-0.088	0.04	S-Jul.2022	-0.1
All items less energy.....	92.132	0.3	0.274	0.04	L-Oct.2022	0.3
Commodities.....	38.971	-1.1	-0.441	0.07	S-Apr.2020	-1.6

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Commodities less food, energy, and used cars and trucks.....	17.257	0.1	0.023	0.12	L-Oct.2022	0.1
Commodities less food.....	25.190	-1.9	-0.478	0.09	S-Apr.2020	-3.3
Commodities less food and beverages.....	24.313	-2.0	-0.483	0.09	S-Apr.2020	-3.5
Services.....	61.029	0.6	0.368	0.05	L-Sep.2022	0.8
Services less rent of shelter ¹⁶	28.460	0.4	0.117	0.06	L-Sep.2022	0.9
Services less medical care services.....	54.240	0.7	0.356	0.05	L-Sep.2022	0.8
Durables.....	12.310	-0.8	-0.103	0.14	L-Oct.2022	-0.7
Nondurables.....	26.661	-1.2	-0.329	0.07	S-Aug.2022	-1.4
Nondurables less food.....	12.880	-2.9	-0.368	0.12	S-Aug.2022	-3.6
Nondurables less food and beverages.....	12.003	-3.1	-0.371	0.13	S-Aug.2022	-3.8
Nondurables less food, beverages, and apparel.....	9.594	-4.3	-0.411	0.11	S-Aug.2022	-4.8
Nondurables less food and apparel.....	10.471	-4.1	-0.428	0.10	S-Aug.2022	-4.3
Housing.....	42.599	0.7	0.304	0.06	L-Sep.2022	0.7
Education and communication ⁵	6.041	0.1	0.009	0.07	S-Oct.2022	0.0
Education ⁵	2.588	0.3	0.008	0.08	—	—
Communication ⁵	3.454	0.0	0.000	0.10	S-Oct.2022	-0.1
Information and information processing ⁵	3.369	0.0	0.000	0.11	S-Oct.2022	-0.2
Information technology, hardware and services ¹⁸	1.562	-0.3	-0.005	0.25	S-Sep.2022	-0.3
Recreation ⁵	5.021	0.2	0.013	0.17	S-Sep.2022	0.1
Video and audio ⁵	1.411	-0.2	-0.003	0.17	S-Sep.2022	-0.2
Pets, pet products and services ⁵	1.099	-0.1	-0.001	0.29	S-Oct.2020	-0.2
Photography ⁵	0.051	1.3	0.001	0.42	L-Jul.2022	1.3
Food and beverages.....	14.659	0.3	0.042	0.08	S-Apr.2021	0.3
Domestically produced farm food ⁴	7.179	0.3	0.022	0.14	L-Oct.2022	0.6
Other services.....	9.829	0.2	0.023	0.08	S-Sep.2022	0.2
Apparel less footwear.....	1.823	0.7	0.013	0.46	L-Mar.2022	0.7
Fuels and utilities.....	4.906	0.5	0.027	0.16	L-Sep.2022	0.8
Household energy.....	3.817	0.6	0.024	0.20	L-Sep.2022	0.9
Medical care.....	8.260	0.1	0.008	0.12	L-Sep.2022	0.8
Transportation.....	18.282	-2.5	-0.463	0.10	S-Apr.2020	-6.0
Private transportation.....	17.368	-2.5	-0.438	0.09	S-Apr.2020	-5.7
New and used motor vehicles ⁵	8.767	-1.0	-0.086	0.13	L-Oct.2022	-0.9
Utilities and public transportation.....	8.418	0.5	0.043	0.12	L-Sep.2022	0.6
Household furnishings and operations.....	4.764	0.3	0.015	0.20	L-Sep.2022	0.5
Other goods and services.....	2.729	-0.1	-0.003	0.14	S-May 2021	-0.1
Personal care ⁴	2.209	-0.1	-0.003	0.16	S-Sep.2021	-0.1

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

³ If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Not seasonally adjusted.

⁵ Indexes on a December 1997=100 base.

⁶ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

- ⁷ Indexes on a December 2007=100 base.
- ⁸ Indexes on a December 2005=100 base.
- ⁹ Indexes on a December 1986=100 base.
- ¹⁰ Indexes on a December 1993=100 base.
- ¹¹ Indexes on a December 2009=100 base.
- ¹² Indexes on a December 1990=100 base.
- ¹³ Indexes on a December 1983=100 base.
- ¹⁴ Indexes on a December 2001=100 base.
- ¹⁵ Indexes on a December 2019=100 base.
- ¹⁶ Indexes on a December 1982=100 base.
- ¹⁷ Indexes on a December 1996=100 base.
- ¹⁸ Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
All items.....	100.000	6.5		0.09	S-Oct.2021	6.2
Food.....	13.781	10.4	1.392	0.19	S-Jun.2022	10.4
Food at home.....	8.525	11.8	0.962	0.29	S-Apr.2022	10.8
Cereals and bakery products.....	1.118	16.1	0.166	0.54	S-Oct.2022	15.9
Cereals and cereal products.....	0.358	15.6	0.052	0.79	S-Jun.2022	15.1
Flour and prepared flour mixes.....	0.059	23.4	0.012	1.42	S-Aug.2022	23.3
Breakfast cereal.....	0.149	13.0	0.019	1.23	S-May 2022	12.2
Rice, pasta, cornmeal.....	0.149	15.4	0.021	1.21	S-Jul.2022	14.5
Rice ^{4, 5}		13.8		1.30	S-Sep.2022	13.6
Bakery products.....	0.760	16.3	0.114	0.71	—	—
Bread ⁴	0.215	15.9	0.032	1.38	L-Aug.2022	16.2
White bread ⁵		17.7		1.37	L-Sep.1974	18.1
Bread other than white ⁵		14.0		1.36	S-Oct.2022	14.0
Fresh biscuits, rolls, muffins ⁴	0.116	16.3	0.017	1.72	L-Aug.2022	17.1
Cakes, cupcakes, and cookies.....	0.187	17.1	0.029	1.68	S-Oct.2022	16.2
Cookies ⁵		18.2		1.15	S-Oct.2022	16.8
Fresh cakes and cupcakes ⁵		14.9		2.20	L-Sep.2022	15.0
Other bakery products.....	0.242	15.9	0.036	1.16	S-Jul.2022	14.9
Fresh sweetrolls, coffeecakes, doughnuts ⁵		13.5		1.67	L-Oct.2022	13.7
Crackers, bread, and cracker products ⁵		16.0		1.72	S-May 2022	14.6
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁵		18.4		1.90	S-Aug.2022	18.1
Meats, poultry, fish, and eggs.....	1.898	7.7	0.145	0.71	L-Oct.2022	8.0
Meats, poultry, and fish.....	1.751	4.5	0.080	0.71	L-Oct.2022	5.9
Meats.....	1.101	2.0	0.023	0.92	L-Oct.2022	2.9
Beef and veal.....	0.496	-3.1	-0.017	0.97	L-Sep.2022	-1.1
Uncooked ground beef.....	0.183	0.7	0.001	1.12	L-Oct.2022	0.8
Uncooked beef roasts ⁴	0.073	-3.5	-0.003	2.91	L-Sep.2022	-2.8
Uncooked beef steaks ⁴	0.192	-5.4	-0.012	1.56	L-Sep.2022	-4.8
Uncooked other beef and veal ⁴	0.048	-6.7	-0.004	2.50	L-Oct.2022	-3.5
Pork.....	0.353	1.5	0.005	1.71	L-Oct.2022	4.0
Bacon, breakfast sausage, and related products ⁴	0.157	1.1	0.002	1.89	S-May 2020	0.8
Bacon and related products ⁵		-3.7		2.17	S-Oct.2018	-7.6
Breakfast sausage and related products ^{4, 5}		9.0		1.90	L-Oct.2022	10.3
Ham.....	0.065	5.7	0.004	2.87	S-Aug.2021	4.1
Ham, excluding canned ⁵		5.2		3.44	S-Aug.2021	4.4
Pork chops.....	0.051	2.9	0.002	2.62	L-Sep.2022	5.5
Other pork including roasts, steaks, and ribs ⁴	0.080	-1.8	-0.002	3.71	L-Oct.2022	0.3
Other meats.....	0.252	14.7	0.035	1.13	S-Apr.2022	13.2
Frankfurters ⁵		18.2		2.39	L-Aug.2022	18.3
Lunchmeats ^{4, 5}		15.1		1.01	S-Apr.2022	14.4
Poultry.....	0.363	12.2	0.042	1.24	S-Jan.2022	9.8
Chicken ⁴	0.294	10.9	0.031	1.29	S-Jan.2022	10.3
Fresh whole chicken ⁵		13.3		2.09	S-Mar.2022	10.2
Fresh and frozen chicken parts ⁵		10.3		1.71	S-Oct.2021	10.2
Other uncooked poultry including turkey ⁴	0.069	18.1	0.011	3.14	L-EVER	—
Fish and seafood.....	0.287	5.0	0.015	0.99	S-Jun.2021	4.5
Fresh fish and seafood ⁴	0.144	3.8	0.006	1.61	S-May 2021	3.0
Processed fish and seafood ⁴	0.143	6.3	0.009	1.08	S-Nov.2021	5.5
Shelf stable fish and seafood ⁵		8.6		1.70	L-Feb.2019	9.1
Frozen fish and seafood ⁵		6.3		1.66	S-Oct.2021	4.6
Eggs.....	0.147	59.9	0.065	2.04	L-Sep.1973	65.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Dairy and related products.....	0.811	15.3	0.115	0.49	S-Jul.2022	14.9
Milk ⁴	0.205	12.5	0.024	1.24	S-Feb.2022	11.2
Fresh whole milk ⁵		11.7		1.43	S-Jan.2022	8.2
Fresh milk other than whole ^{4, 5}		13.5		1.15	S-Mar.2022	12.8
Cheese and related products.....	0.262	12.8	0.032	0.84	L-Sep.2022	13.4
Ice cream and related products.....	0.123	15.0	0.017	1.24	S-Oct.2022	13.3
Other dairy and related products ⁴	0.222	21.4	0.042	0.93	S-Sep.2022	20.8
Fruits and vegetables.....	1.431	8.4	0.119	0.64	S-Jun.2022	8.1
Fresh fruits and vegetables.....	1.086	6.4	0.069	0.74	S-Jan.2022	5.6
Fresh fruits.....	0.574	3.4	0.020	1.20	S-Dec.2020	1.4
Apples.....	0.076	6.6	0.005	2.17	S-Oct.2022	4.8
Bananas.....	0.078	2.4	0.002	1.54	S-Sep.2021	1.9
Citrus fruits ⁴	0.161	2.5	0.004	2.18	S-Nov.2020	1.9
Oranges, including tangerines ⁵		3.0		2.06	S-Nov.2021	0.9
Other fresh fruits ⁴	0.260	3.3	0.009	1.94	S-Dec.2020	2.8
Fresh vegetables.....	0.512	9.8	0.049	0.78	L-Mar.2011	9.8
Potatoes.....	0.078	12.9	0.010	1.82	S-Jun.2022	9.0
Lettuce.....	0.069	24.9	0.015	1.66	L-Mar.2011	27.3
Tomatoes.....	0.082	9.1	0.008	2.02	L-Oct.2020	10.3
Other fresh vegetables.....	0.283	5.9	0.017	0.97	S-Feb.2022	4.8
Processed fruits and vegetables ⁴	0.345	15.5	0.050	0.91	S-Aug.2022	14.2
Canned fruits and vegetables ⁴	0.178	18.4	0.030	1.47	—	—
Canned fruits ^{4, 5}		18.2		1.39	S-Aug.2022	16.6
Canned vegetables ^{4, 5}		17.6		1.63	L-Oct.2022	18.0
Frozen fruits and vegetables ⁴	0.103	12.9	0.013	1.48	S-Aug.2022	11.4
Frozen vegetables ⁵		16.4		1.57	S-Aug.2022	11.9
Other processed fruits and vegetables including dried ⁴	0.064	11.9	0.007	1.86	L-Aug.2022	12.7
Dried beans, peas, and lentils ^{4, 5}		9.6		2.73	L-Oct.2022	11.9
Nonalcoholic beverages and beverage materials.....	0.981	12.6	0.118	0.65	S-Jun.2022	11.9
Juices and nonalcoholic drinks ⁴	0.693	12.2	0.081	0.84	S-Jun.2022	11.6
Carbonated drinks.....	0.290	13.0	0.036	1.76	L-Oct.2022	13.2
Frozen noncarbonated juices and drinks ⁴	0.007	8.7	0.001	1.09	L-Jun.2012	9.4
Nonfrozen noncarbonated juices and drinks ⁴	0.395	11.6	0.044	0.87	S-May 2022	10.9
Beverage materials including coffee and tea ⁴	0.288	13.8	0.037	0.83	L-Aug.2022	14.0
Coffee.....	0.186	14.3	0.025	1.15	S-Apr.2022	13.5
Roasted coffee ⁵		15.5		1.31	L-Oct.2022	15.6
Instant coffee ⁵		10.8		1.79	S-Apr.2022	7.8
Other beverage materials including tea ⁴	0.102	12.9	0.012	1.65	L-EVER	—
Other food at home.....	2.285	13.9	0.300	0.40	—	—
Sugar and sweets.....	0.290	12.2	0.034	0.88	S-Jul.2022	11.4
Sugar and sugar substitutes.....	0.043	14.3	0.006	1.43	L-Sep.2022	17.1
Candy and chewing gum ⁴	0.185	11.6	0.021	1.17	S-Aug.2022	10.9
Other sweets ⁴	0.063	12.8	0.008	1.37	L-Oct.2022	17.4
Fats and oils.....	0.261	23.2	0.053	1.12	L-Oct.2022	23.4
Butter and margarine ⁴	0.083	35.3	0.023	1.57	L-EVER	—
Butter ⁵		31.4		2.25	L-Mar.2011	31.9
Margarine ⁵		43.8		1.83	S-Aug.2022	38.3
Salad dressing ⁴	0.061	18.3	0.010	1.54	S-Sep.2022	15.2
Other fats and oils including peanut butter ⁴	0.117	18.2	0.020	1.77	L-Oct.2022	18.8
Peanut butter ^{4, 5}		7.4		1.63	L-Oct.2022	8.4
Other foods.....	1.734	12.9	0.213	0.46	—	—
Soups.....	0.101	15.7	0.015	1.69	L-Oct.2022	17.0
Frozen and freeze dried prepared foods.....	0.280	15.0	0.039	0.86	L-Oct.2022	16.4

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Snacks.....	0.374	11.0	0.039	1.02	S-Apr.2022	9.8
Spices, seasonings, condiments, sauces.....	0.330	11.8	0.037	0.78	L-Oct.2022	13.0
Salt and other seasonings and spices ^{4, 5}		6.5		1.35	S-Feb.2022	4.8
Olives, pickles, relishes ^{4, 5}		15.8		1.31	S-Jul.2022	15.8
Sauces and gravies ^{4, 5}		15.2		1.38	L-Sep.2022	16.3
Other condiments ⁵		8.0		1.28	L-Oct.2022	9.9
Baby food ⁴	0.045	10.7	0.005	1.33	S-Feb.2022	8.4
Other miscellaneous foods ⁴	0.605	13.6	0.077	0.87	S-May.2022	12.6
Prepared salads ^{6, 5}		9.1		1.72	S-Mar.2022	8.7
Food away from home.....	5.257	8.3	0.429	0.28	S-Aug.2022	8.0
Full service meals and snacks ⁴	2.438	8.2	0.198	0.35	S-Mar.2022	8.0
Limited service meals and snacks ⁴	2.532	6.6	0.169	0.44	S-Jul.2021	6.6
Food at employee sites and schools ⁴	0.077	129.6	0.047	3.39	L-EVER	—
Food at elementary and secondary schools ^{7, 5}		305.2		9.47	L-Oct.2022	327.9
Food from vending machines and mobile vendors ⁴	0.038	14.8	0.005	0.99	L-EVER	—
Other food away from home ⁴	0.171	6.0	0.010	0.68	L-Aug.2022	6.5
Energy.....	7.868	7.3	0.537	0.35	S-Feb.2021	2.4
Energy commodities.....	4.308	0.4	0.017	0.65	S-Jan.2021	-8.7
Fuel oil and other fuels.....	0.257	26.0	0.050	1.86	S-Mar.2021	18.3
Fuel oil.....	0.183	41.5	0.048	2.71	S-Dec.2021	41.0
Propane, kerosene, and firewood ⁸	0.073	2.6	0.002	2.45	S-Dec.2020	-2.0
Motor fuel.....	4.052	-0.9	-0.033	0.68	S-Jan.2021	-8.7
Gasoline (all types).....	3.951	-1.5	-0.057	0.70	S-Jan.2021	-8.6
Gasoline, unleaded regular ⁵		-2.0		1.12	S-Jan.2021	-8.8
Gasoline, unleaded midgrade ^{9, 5}		0.2		0.96	S-Jan.2021	-7.5
Gasoline, unleaded premium ⁵		1.6		0.91	S-Feb.2021	-0.1
Other motor fuels ⁴	0.101	32.3	0.024	1.05	S-Jun.2021	32.1
Energy services.....	3.560	15.6	0.520	0.42	L-Oct.2022	15.6
Electricity.....	2.610	14.3	0.351	0.47	L-Sep.2022	15.5
Utility (piped) gas service.....	0.950	19.3	0.170	0.87	L-Oct.2022	20.0
All items less food and energy.....	78.350	5.7	4.525	0.11	S-Dec.2021	5.5
Commodities less food and energy commodities.....	20.882	2.1	0.466	0.22	S-Mar.2021	1.7
Household furnishings and supplies ¹⁰	3.949	7.3	0.287	0.60	S-Nov.2021	6.0
Window and floor coverings and other linens ⁴	0.292	4.8	0.014	2.43	S-Sep.2022	3.9
Floor coverings ⁴	0.069	12.5	0.008	2.37	L-Oct.2022	12.8
Window coverings ⁴	0.056	3.2	0.002	4.65	L-Oct.2022	3.7
Other linens ⁴	0.167	2.4	0.004	3.39	S-Sep.2022	-1.3
Furniture and bedding.....	0.952	4.7	0.045	1.37	S-Mar.2021	3.5
Bedroom furniture.....	0.305	2.7	0.009	2.10	S-Mar.2021	0.5
Living room, kitchen, and dining room furniture ⁴	0.471	6.3	0.030	2.01	S-Mar.2021	4.0
Other furniture ⁴	0.167	3.7	0.006	2.81	S-Jul.2020	1.8
Appliances ⁴	0.240	1.1	0.003	1.61	S-Oct.2022	0.9
Major appliances ⁴	0.076	-0.6	-0.001	3.13	L-Oct.2022	0.1
Laundry equipment ⁵		0.7		6.20	L-Oct.2022	1.5
Other appliances ⁴	0.161	1.9	0.003	2.12	S-Oct.2022	1.2
Other household equipment and furnishings ⁴	0.549	3.3	0.019	1.66	S-Sep.2021	1.1
Clocks, lamps, and decorator items.....	0.331	2.1	0.007	2.59	S-Sep.2021	0.7
Indoor plants and flowers ¹¹	0.099	6.3	0.006	2.70	S-Aug.2022	5.6
Dishes and flatware ⁴	0.049	7.8	0.004	4.12	S-Jul.2022	7.3
Nonelectric cookware and tableware ⁴	0.070	2.0	0.001	2.27	L-Oct.2022	2.0
Tools, hardware, outdoor equipment and supplies ⁴	0.955	10.6	0.099	0.90	L-Sep.2022	12.5
Tools, hardware and supplies ⁴	0.251	13.8	0.033	1.19	L-EVER	—
Outdoor equipment and supplies ⁴	0.474	9.0	0.042	1.17	L-Sep.2022	13.3

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Housekeeping supplies.....	0.961	11.6	0.107	0.88	S-Jul.2022	11.0
Household cleaning products ⁴	0.345	9.8	0.033	1.24	S-Mar.2022	8.7
Household paper products ⁴	0.225	14.9	0.032	1.66	L-EVER	—
Miscellaneous household products ⁴	0.390	11.4	0.043	1.51	S-Jul.2022	10.2
Apparel.....	2.409	2.9	0.071	0.85	S-Apr.2021	1.9
Men's and boys' apparel.....	0.602	2.2	0.014	1.47	L-Oct.2022	2.7
Men's apparel.....	0.465	2.9	0.014	1.65	L-Oct.2022	3.2
Men's suits, sport coats, and outerwear.....	0.076	8.3	0.006	4.72	L-Sep.2022	9.5
Men's underwear, nightwear, swimwear, and accessories.....	0.156	1.6	0.003	2.63	L-Oct.2022	1.8
Men's shirts and sweaters ⁴	0.114	2.7	0.003	2.95	L-Sep.2022	4.2
Men's pants and shorts.....	0.114	1.5	0.002	3.94	—	—
Boys' apparel.....	0.137	0.0	0.000	2.64	L-Oct.2022	1.2
Women's and girls' apparel.....	0.956	4.1	0.039	1.37	S-Jul.2022	4.1
Women's apparel.....	0.803	3.9	0.032	1.51	S-Jun.2022	3.5
Women's outerwear.....	0.056	-0.6	0.000	4.67	L-Sep.2022	3.6
Women's dresses.....	0.087	-2.3	-0.002	3.19	S-Mar.2021	-11.4
Women's suits and separates ⁴	0.386	4.5	0.017	2.25	S-Jun.2022	3.1
Women's underwear, nightwear, swimwear, and accessories ⁴	0.266	6.2	0.016	2.82	S-Sep.2022	5.6
Girls' apparel.....	0.153	5.1	0.008	4.60	S-Aug.2022	4.8
Footwear.....	0.586	0.8	0.005	1.13	S-Mar.2021	-0.2
Men's footwear.....	0.199	0.5	0.001	1.67	S-Feb.2021	0.4
Boys' and girls' footwear.....	0.113	2.9	0.003	2.88	L-Sep.2022	3.5
Women's footwear.....	0.274	0.1	0.000	1.75	S-Mar.2021	-0.9
Infants' and toddlers' apparel.....	0.112	5.0	0.006	5.09	L-Sep.2022	6.7
Jewelry and watches ⁸	0.153	5.0	0.008	3.48	S-Oct.2022	2.5
Watches ⁸	0.029	1.5	0.000	2.94	S-Aug.2022	1.3
Jewelry ⁸	0.124	5.9	0.007	4.37	L-Jan.2022	6.5
Transportation commodities less motor fuel ¹⁰	8.212	-0.9	-0.083	0.36	S-Jun.2020	-1.1
New vehicles.....	4.068	5.9	0.242	0.65	S-Jun.2021	5.3
New cars ⁵		6.2		0.67	S-Jul.2021	5.7
New trucks ^{12, 5}		6.0		0.78	S-Jun.2021	5.7
Used cars and trucks.....	3.624	-8.8	-0.366	0.10	S-May 2009	-10.0
Motor vehicle parts and equipment.....	0.435	9.9	0.042	0.79	S-Oct.2021	8.8
Tires.....	0.272	8.7	0.023	0.91	S-Sep.2021	8.3
Vehicle accessories other than tires ⁴	0.164	11.8	0.018	1.56	S-Mar.2022	10.5
Vehicle parts and equipment other than tires ⁵		8.8		1.37	S-Mar.2022	8.6
Motor oil, coolant, and fluids ⁵		19.1		2.37	S-Oct.2022	19.1
Medical care commodities.....	1.472	3.2	0.049	0.56	L-Sep.2022	3.7
Medicinal drugs ¹⁰	1.369	2.8	0.040	0.57	—	—
Prescription drugs.....	0.995	1.8	0.019	0.67	S-Apr.2022	1.7
Nonprescription drugs ¹⁰	0.375	5.4	0.020	1.24	—	—
Medical equipment and supplies ¹⁰	0.103	9.2	0.009	1.33	L-EVER	—
Recreation commodities ¹⁰	1.874	4.1	0.079	0.57	L-Oct.2022	4.3
Video and audio products ¹⁰	0.271	-7.5	-0.023	1.16	L-Oct.2022	-7.2
Televisions.....	0.118	-14.4	-0.021	1.72	L-Jun.2022	-12.7
Other video equipment ⁴	0.023	-8.6	-0.002	2.15	L-Oct.2022	-5.9
Audio equipment.....	0.072	-0.6	0.000	3.21	S-May 2022	-0.7
Recorded music and music subscriptions ⁴	0.051	1.4	0.001	1.24	S-Oct.2022	0.7
Pets and pet products.....	0.575	12.6	0.069	0.79	S-Oct.2022	12.5
Pet food ^{4, 5}		15.2		1.21	S-Oct.2022	15.0
Purchase of pets, pet supplies, accessories ^{4, 5}		8.7		1.93	S-Sep.2022	7.7
Sporting goods.....	0.549	3.5	0.019	1.45	L-Aug.2022	3.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Sports vehicles including bicycles.....	0.315	2.9	0.009	2.09	L-Aug.2022	2.9
Sports equipment.....	0.223	4.3	0.010	1.94	S-Dec.2021	4.1
Photographic equipment and supplies.....	0.020	5.9	0.001	2.22	L-Sep.2022	6.1
Photographic equipment ^{4, 5}		5.1		2.67	L-Sep.2022	5.9
Recreational reading materials.....	0.095	4.4	0.004	1.28	L-Oct.2022	4.5
Newspapers and magazines ⁴	0.056	6.5	0.004	1.67	L-Oct.2022	7.9
Recreational books ⁴	0.039	1.5	0.001	1.82	L-Sep.2022	1.5
Other recreational goods ⁴	0.364	2.1	0.008	1.36	L-Oct.2022	3.7
Toys.....	0.281	1.3	0.004	1.65	L-Oct.2022	3.1
Toys, games, hobbies and playground equipment ^{4, 5}		3.5		2.20	S-May 2022	2.9
Sewing machines, fabric and supplies ⁴	0.026	6.3	0.002	3.11	L-Oct.2022	8.9
Music instruments and accessories ⁴	0.042	5.5	0.002	2.39	S-Oct.2022	4.7
Education and communication commodities ¹⁰	0.725	-10.1	-0.086	1.66	S-EVER	—
Educational books and supplies.....	0.086	5.4	0.005	2.04	L-Mar.2017	6.0
College textbooks ^{13, 5}		6.3		2.25	L-Mar.2017	7.6
Information technology commodities ¹⁰	0.639	-11.8	-0.091	1.97	S-EVER	—
Computers, peripherals, and smart home assistants ⁶	0.326	-5.8	-0.021	2.76	S-Jan.2020	-5.8
Computer software and accessories ⁴	0.019	-3.1	-0.001	3.69	S-May 2022	-3.9
Telephone hardware, calculators, and other consumer information items ⁴	0.295	-18.0	-0.069	2.38	S-May 2021	-19.1
Smartphones ^{5, 14}		-22.2		3.54	L-Sep.2022	-21.0
Alcoholic beverages.....	0.877	5.8	0.051	0.73	L-Dec.1991	9.9
Alcoholic beverages at home.....	0.583	5.3	0.031	0.90	L-Jan.1992	5.9
Beer, ale, and other malt beverages at home.....	0.225	8.6	0.019	1.63	L-Dec.1991	11.8
Distilled spirits at home.....	0.105	1.7	0.002	1.09	—	—
Whiskey at home ⁵		1.6		1.62	S-Oct.2022	0.6
Distilled spirits, excluding whiskey, at home ⁵		1.5		1.55	S-Oct.2022	0.4
Wine at home.....	0.253	3.9	0.010	1.33	L-Mar.2009	3.9
Alcoholic beverages away from home.....	0.294	6.8	0.020	1.13	S-Sep.2022	5.8
Beer, ale, and other malt beverages away from home ^{4, 5}		6.1		1.31	S-Jun.2022	6.0
Wine away from home ^{4, 5}		7.8		0.95	S-Sep.2022	6.9
Distilled spirits away from home ^{4, 5}		7.4		1.44	L-EVER	—
Other goods ¹⁰	1.364	7.2	0.097	0.44	S-Oct.2022	7.2
Tobacco and smoking products.....	0.520	5.5	0.029	0.77	S-Dec.2020	5.1
Cigarettes ⁴	0.450	5.5	0.025	0.87	S-Dec.2020	5.4
Tobacco products other than cigarettes ⁴	0.065	5.1	0.003	0.75	S-Apr.2022	4.5
Personal care products.....	0.653	7.5	0.049	0.57	L-Dec.1982	7.5
Hair, dental, shaving, and miscellaneous personal care products ⁴	0.338	9.9	0.033	0.69	L-EVER	—
Cosmetics, perfume, bath, nail preparations and implements.....	0.305	5.0	0.015	1.08	S-Oct.2022	4.8
Miscellaneous personal goods ⁴	0.190	10.8	0.020	1.63	—	—
Stationery, stationery supplies, gift wrap ⁵		16.4		2.75	L-EVER	—
Services less energy services.....	57.469	7.0	4.059	0.12	L-Aug.1982	8.2
Shelter.....	32.929	7.5	2.474	0.14	L-Jul.1982	7.6
Rent of shelter ¹⁵	32.569	7.6	2.473	0.14	L-EVER	—
Rent of primary residence.....	7.447	8.3	0.618	0.15	L-Jan.1982	8.4
Lodging away from home ⁴	0.887	3.2	0.029	2.60	—	—
Housing at school, excluding board ¹⁵	0.124	2.9	0.004	0.31	L-May 2017	3.0
Other lodging away from home including hotels and motels.....	0.762	3.2	0.025	2.99	S-Sep.2022	3.1
Owners' equivalent rent of residences ¹⁵	24.235	7.5	1.826	0.12	L-EVER	—

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Owners' equivalent rent of primary residence ¹⁵ ..	22.978	7.5	1.735	0.12	L-EVER	—
Tenants' and household insurance ⁴	0.360	0.4	0.002	0.79	S-Oct.2022	0.2
Water and sewer and trash collection services ⁴	1.089	4.9	0.055	0.30	S-Oct.2022	4.8
Water and sewerage maintenance.....	0.782	4.5	0.036	0.25	L-Sep.2022	4.8
Garbage and trash collection ¹²	0.308	6.1	0.019	0.76	S-Oct.2022	5.8
Household operations ⁴						
Domestic services ⁴	0.235	3.7	0.009	1.16	S-May 2022	1.6
Gardening and lawncare services ⁴						
Moving, storage, freight expense ⁴	0.100	1.1	0.001	2.55	S-Aug.2020	-0.5
Repair of household items ⁴						
Medical care services.....	6.788	4.1	0.287	0.34	S-May 2022	4.0
Professional services.....	3.455	3.0	0.106	0.43	S-Aug.2022	2.4
Physicians' services.....	1.807	1.7	0.032	0.69	L-Oct.2022	1.8
Dental services.....	0.920	6.4	0.059	0.74	—	—
Eyeglasses and eye care ⁸	0.352	1.7	0.006	1.04	S-Aug.2022	1.4
Services by other medical professionals ⁸	0.376	2.1	0.008	0.64	S-Nov.2021	2.1
Hospital and related services.....	2.491	4.6	0.118	0.55	L-Jul.2020	4.7
Hospital services ¹⁶	2.123	4.4	0.098	0.60	L-Sep.2020	4.6
Inpatient hospital services ^{16, 5}		4.1		1.16	L-Jan.2022	4.1
Outpatient hospital services ^{8, 5}		4.7		0.99	L-Mar.2018	5.1
Nursing homes and adult day services ¹⁶	0.205	4.7	0.010	0.52	L-Aug.2022	4.8
Care of invalids and elderly at home ⁷	0.163	6.1	0.010	1.96	L-Sep.2021	8.1
Health insurance ⁷	0.842	7.9	0.063	0.34	S-Mar.2022	7.1
Transportation services.....	6.018	14.6	0.816	0.57	L-Oct.2022	15.2
Leased cars and trucks ¹³	0.849		0.193	1.69	—	—
Car and truck rental ⁴	0.141	-4.9	-0.008	3.92	L-Oct.2022	-3.5
Motor vehicle maintenance and repair.....	1.087	13.0	0.135	0.62	L-Jun.1975	14.1
Motor vehicle body work.....	0.053	10.1	0.005	0.94	S-Nov.2021	8.0
Motor vehicle maintenance and servicing.....	0.589	9.2	0.053	0.77	S-Oct.2022	8.0
Motor vehicle repair ⁴	0.400	19.5	0.071	1.33	L-EVER	—
Motor vehicle insurance.....	2.532	14.2	0.339	0.97	L-May 2021	16.9
Motor vehicle fees ⁴	0.496	1.8	0.009	0.75	—	—
State motor vehicle registration and license fees ⁴	0.287	2.5	0.008	0.28	L-Oct.2022	2.5
Parking and other fees ⁴	0.194	0.7	0.001	1.55	S-Mar.2021	-0.5
Parking fees and tolls ^{4, 5}		1.5		2.29	L-Oct.2022	2.7
Public transportation.....	0.914	18.9	0.147	1.44	S-Mar.2022	14.9
Airline fares.....	0.630	28.5	0.137	2.32	S-Jul.2022	27.7
Other intercity transportation.....	0.091	2.0	0.002	2.93	L-Oct.2022	4.1
Ship fare ^{4, 5}		-2.6		2.37	L-Oct.2022	-0.6
Intracity transportation.....	0.191	4.0	0.008	1.51	L-Sep.2022	4.6
Intracity mass transit ^{10, 5}		0.2		4.43	S-Sep.2021	-2.7
Recreation services ¹⁰	3.147	5.7	0.182	0.47	L-EVER	—
Video and audio services ¹⁰	1.141	4.2	0.049	0.43	—	—
Cable and satellite television service ¹²	1.047	4.0	0.042	0.44	—	—
Video discs and other media, including rental of video ⁴	0.094	7.6	0.007	4.53	L-Jan.2012	8.2
Video discs and other media ^{4, 5}		9.7		5.35	L-Sep.2022	12.4
Rental of video discs and other media ^{4, 5}		10.2		1.34	L-Jun.2012	11.5
Pet services including veterinary ⁴	0.524	9.1	0.046	0.68	S-Jun.2022	7.9
Pet services ^{4, 5}		7.5		1.11	L-EVER	—
Veterinarian services ^{4, 5}		8.8		1.31	S-Jun.2022	7.5
Photographers and photo processing ⁴	0.030	5.8	0.002	1.15	L-Oct.2022	6.5
Other recreation services ⁴	1.452	5.7	0.085	0.92	L-Feb.2022	5.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁴	0.634	5.2	0.034	0.85	L-May 2020	7.3
Admissions.....	0.458	5.7	0.026	1.76	L-Mar.2022	7.0
Admission to movies, theaters, and concerts ^{4, 5}		6.5		1.65	S-Oct.2022	6.5
Admission to sporting events ^{4, 5}		-1.5		6.53	L-Mar.2022	8.7
Fees for lessons or instructions ⁸	0.171	7.8	0.014	1.75	L-Jun.1990	7.8
Education and communication services ¹⁰	5.316	2.4	0.134	0.22	L-Jun.2021	2.4
Tuition, other school fees, and childcare.....	2.502	3.3	0.085	0.33	L-Jun.2019	3.3
College tuition and fees.....	1.428	2.3	0.034	0.41	L-Aug.2022	2.8
Elementary and high school tuition and fees.....	0.315	3.7	0.012	0.36	L-Jul.2019	4.1
Day care and preschool ¹¹	0.631	5.4	0.035	0.71	L-May 2006	5.5
Technical and business school tuition and fees ⁴	0.038	1.5	0.001	0.48	L-Sep.2021	1.5
Postage and delivery services ⁴	0.084	4.6	0.004	0.13	L-Jan.2022	5.0
Postage.....	0.075	3.6	0.003	0.11	L-Jan.2022	4.6
Delivery services ⁴	0.009	13.3	0.001	0.74	S-Aug.2022	11.5
Telephone services ⁴	1.807	1.9	0.036	0.30	L-Jun.2021	4.4
Wireless telephone services ⁴	1.501	1.3	0.020	0.38	L-Jun.2021	3.9
Residential telephone services ¹⁰	0.306	4.9	0.015	0.89	L-Apr.2022	6.0
Internet services and electronic information providers ⁴	0.915	1.1	0.010	0.78	S-Oct.2022	0.5
Other personal services ¹⁰	1.366	5.5	0.077	0.50	S-Jan.2022	5.4
Personal care services.....	0.542	6.3	0.034	1.02	S-Oct.2022	5.6
Haircuts and other personal care services ⁴	0.542	6.3	0.034	1.02	S-Oct.2022	5.6
Miscellaneous personal services.....	0.823	5.1	0.042	0.37	S-Dec.2021	4.5
Legal services ⁸	0.230	6.0	0.014	0.43	S-Oct.2022	5.4
Funeral expenses ⁸	0.146	5.1	0.008	0.52	L-Jan.2009	5.1
Laundry and dry cleaning services ⁴	0.154	7.1	0.011	0.82	S-Sep.2022	7.0
Apparel services other than laundry and dry cleaning ⁴	0.018	12.8	0.002	1.06	S-Aug.2022	9.1
Financial services ⁸	0.192	1.8	0.004	0.78	S-Sep.2021	-0.1
Checking account and other bank services ^{4, 5}		2.4		2.34	—	—
Tax return preparation and other accounting fees ^{4, 5}				1.07	—	—
Special aggregate indexes						
All items less food.....	86.219	5.8	5.062	0.10	S-Sep.2021	5.5
All items less shelter.....	67.071	5.9	3.980	0.10	S-Apr.2021	5.2
All items less food and shelter.....	53.290	4.8	2.588	0.12	S-Mar.2021	3.0
All items less food, shelter, and energy.....	45.421	4.4	2.051	0.14	S-Apr.2021	3.6
All items less food, shelter, energy, and used cars and trucks.....	41.797	5.7	2.417	0.15	S-Feb.2022	5.5
All items less medical care.....	91.740	6.7	6.118	0.09	S-Oct.2021	6.7
All items less energy.....	92.132	6.4	5.917	0.09	S-Jan.2022	6.2
Commodities.....	38.971	4.8	1.875	0.14	S-Mar.2021	4.1
Commodities less food, energy, and used cars and trucks.....	17.257	4.7	0.832	0.26	S-Sep.2021	4.5
Commodities less food.....	25.190	1.9	0.483	0.20	S-Feb.2021	1.4
Commodities less food and beverages.....	24.313	1.7	0.431	0.22	S-Feb.2021	1.3
Services.....	61.029	7.5	4.580	0.11	L-Aug.1982	8.6
Services less rent of shelter ¹⁵	28.460	7.4	2.107	0.16	L-Oct.2022	7.5
Services less medical care services.....	54.240	8.0	4.293	0.12	L-Aug.1982	8.3
Durables.....	12.310	-0.1	-0.013	0.31	S-Jul.2020	-0.1
Nondurables.....	26.661	7.3	1.887	0.17	S-Jul.2021	7.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Nondurables less food.....	12.880	3.9	0.495	0.28	S-Feb.2021	-0.2
Nondurables less food and beverages.....	12.003	3.8	0.444	0.29	S-Feb.2021	-0.4
Nondurables less food, beverages, and apparel.....	9.594	4.0	0.373	0.29	S-Feb.2021	0.6
Nondurables less food and apparel.....	10.471	4.2	0.424	0.27	S-Feb.2021	0.7
Housing.....	42.599	8.1	3.420	0.12	L-Jun.1982	8.7
Education and communication ⁴	6.041	0.7	0.048	0.25	—	—
Education ⁴	2.588	3.3	0.089	0.33	L-Apr.2019	3.3
Communication ⁴	3.454	-1.1	-0.041	0.38	—	—
Information and information processing ⁴	3.369	-1.2	-0.045	0.39	—	—
Information technology, hardware and services ¹⁷	1.562	-4.6	-0.081	0.88	S-Aug.2015	-5.2
Recreation ⁴	5.021	5.1	0.261	0.38	L-EVER	—
Video and audio ⁴	1.411	1.8	0.026	0.45	L-Jun.2022	2.7
Pets, pet products and services ⁴	1.099	10.9	0.115	0.53	S-Aug.2022	10.1
Photography ⁴	0.051	5.8	0.003	1.07	L-Sep.2022	6.4
Food and beverages.....	14.659	10.1	1.443	0.19	S-Jun.2022	10.0
Domestically produced farm food.....	7.179	12.1	0.828	0.30	—	—
Other services.....	9.829	3.9	0.393	0.19	L-Sep.2008	3.9
Apparel less footwear.....	1.823	3.6	0.067	1.01	S-Sep.2021	2.5
Fuels and utilities.....	4.906	13.5	0.625	0.29	L-Oct.2022	14.2
Household energy.....	3.817	16.2	0.570	0.41	L-Oct.2022	17.1
Medical care.....	8.260	4.0	0.336	0.29	S-May 2022	3.7
Transportation.....	18.282	3.9	0.700	0.28	S-Feb.2021	0.6
Private transportation.....	17.368	3.2	0.553	0.26	S-Feb.2021	2.2
New and used motor vehicles ⁴	8.767	0.7	0.061	0.39	S-Jul.2020	-0.2
Utilities and public transportation.....	8.418	9.8	0.800	0.24	L-Oct.2022	9.9
Household furnishings and operations.....	4.764	6.7	0.321	0.50	S-Nov.2021	6.5
Other goods and services.....	2.729	6.4	0.174	0.36	S-Jul.2022	6.3
Personal care.....	2.209	6.6	0.145	0.37	S-Oct.2022	6.4

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

³ If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arger as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Indexes on a December 1997=100 base.

⁵ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁶ Indexes on a December 2007=100 base.

⁷ Indexes on a December 2005=100 base.

⁸ Indexes on a December 1986=100 base.

⁹ Indexes on a December 1993=100 base.

¹⁰ Indexes on a December 2009=100 base.

¹¹ Indexes on a December 1990=100 base.

¹² Indexes on a December 1983=100 base.

¹³ Indexes on a December 2001=100 base.

¹⁴ Indexes on a December 2019=100 base.

¹⁵ Indexes on a December 1982=100 base.

¹⁶ Indexes on a December 1996=100 base.

¹⁷ Indexes on a December 1988=100 base.

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY: (1) SETTING THE WATER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUBSECTIONS (a) AND (b), SECTION 26-26, ARTICLE II, CHAPTER 26 OF THE CITY CODE; AND (2) SETTING THE SANITARY SEWER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUB-SECTIONS (b) AND (c), SECTION 26-27, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Part II, Chapter 26, Article II, Sections 26-26 provides for the setting, and updating, of municipal water rates from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, Part II, Chapter 26, Article II, Section 26-27 provides for the setting, and updating, of municipal sewer rates from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the municipal water rates pursuant to Section 26-26, and to set the municipal sewer rates pursuant to Section 26-27; and

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the deposit for residential water service pursuant to Section 26-132(a).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The minimum charge for water used by consumers inside the city limits shall be in amount described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission.

Accordingly, the water rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

(a) Water Rates: The minimum charge for water used by consumers inside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$24.94
1,001—4,000	\$4.69
4,001—1,000,000	\$4.80
1,000,001—2,000,000	\$4.94
More than 2,000,000	\$5.05

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$31.18
1,001—4,000	\$4.69
4,001—1,000,000	\$4.80
1,000,001—2,000,000	\$4.94
More than 2,000,000	\$5.05

COMMERCIAL – INSIDE COMPOUND METER

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$31.18
1,001—4,000	\$4.69
4,001—1,000,000	\$4.80
1,000,001—2,000,000	\$4.94
More than 2,000,000	\$5.05

Section 2. That Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The rate to be charged for furnishing water for consumption outside the city limits shall be in amount as described in the city fee schedule adopted and updated from time to time by resolution by commission.

Accordingly, the water rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (b) Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$28.99
1,001—4,000	\$7.04
4,001—1,000,000	\$7.22
1,000,001—2,000,000	\$7.40
More than 2,000,000	\$7.58

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$36.25
1,001—4,000	\$7.04
4,001—1,000,000	\$7.22
1,000,001—2,000,000	\$7.40
More than 2,000,000	\$7.58

Section 3. That Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The charge for sanitary sewer use by consumers inside the city limits shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission.

Accordingly, the sewer rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (b) Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$16.26
Over 1,000	\$3.60

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$20.35
Over 1,000	\$3.50

Section 4. That Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The charge for sanitary sewer use by consumers outside the city limits shall be in an amount as described in the city fee schedule and updated from time to time by resolution of the city commission.

Accordingly, the rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code are hereby updated to read as follows:

(c) The rate to be charged for furnishing water for consumption outside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$24.41
Over 1,000	\$5.24

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$30.50
Over 1,000	\$5.24

Section 5. Annual review of rates and possible increases. City Staff shall annually, no later than December 31 of each calendar year, review the Consumer Price Index (CPI) through the United States Bureau of Labor Statistics, to measure the average change over time in the prices paid by consumers for utility services. Increases of the above listed rates for both residential and commercial accounts may be amended per CPI as of December 31 of the calendar year. Said rate increases will take effect on July 1 of the following calendar year. A Resolution will be presented to the Commission to update the City Fee Schedule of any rate changes.

Section 6. Adoption and Update of City Fee Schedule. That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 7. **Effective Date.** The effective date of the fee changes in this Resolution is July 1, 2023.

PASSED AND APPROVED this 20th day of March, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26: UTILITIES						
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits:				
		RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.94			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits:				
		COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Water Rates: The minimum charge for water used by consumers inside city limits:				
		INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.99			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$36.25			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities					
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$16.26			
		Over 1,000	\$3.60			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$20.35			
		Over 1,000	\$3.50			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.41			
		Over 1,000	\$5.24			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$30.50			
		Over 1,000	\$5.24			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
		Removal, Plugging, Locking, and Resetting of City Water Meters:				
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fe	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
		Sewers:				
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Maximum Fine		\$1,000		
		Falsifying Information:				
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Maximum Fine		\$500		
		Sewers: Citation:				
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			



City Clerk Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Lisa Lasyone, City Clerk
Subject: Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Background: The City entered into a contract with Central Disposal for solid waste collection, recycling, and disposal services on July 1, 2020. In the Request for Production, Section 9.6.1 of the *General and Special Provisions for Solid Waste Collection, Recycling and Disposal Services*, states:

Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%).

The Memorandum entered into between the City and Central Disposal on May 18, 2020, provides:

Thereafter, the Contract Rate shall be increased, yearly, in accordance with the percentage increase in the CPI ("Consumer Price Index") over the previous twelve (12) month period from 2020 (i.e. the difference, expressed as a percentage, between the value of the CPI in June, 2021, and the value of the CPI published in June, 2020). The new adjusted Contract Rate shall begin on July 1, of each year. If in any year the CPI decreases, the Contract Rate for that year shall remain flat (and shall not increase or decrease).

The City received a letter from Central Disposal, dated February 15, 2023, advising that they would exercise the right of the CPI clause at the rate of 3.5%, effective July 1, 2023.

Financial Impact: Estimated revenue of \$110,600 to Shawnee Municipal Authority Fund, Sanitation Service, 501-45030; estimated expense of \$81,700 from Shawnee Municipal Authority Fund, Utility Administration, Other Contractual Services, 501-5-1010-53390

Attachments: Central Disposal Letter, BLS as of 12-2022, Sanitation Fees Resolution 2023, Exhibit A, Exhibit B

Staff Recommendation: Approval of the item

CENTRAL DISPOSAL

LOCALLY OWNED & OPERATED
Commercial • Residential • Roll-Off

February 15, 2023

Central Disposal, LLC plans to exercise the right of the CPI clause as stated on Page 14, Section 9.6.1 of the current Solid Waste Collection, Recycling and Disposal Services Request for Proposal dated March 2, 2020.

The Consumer Price Index referenced is the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services as published by the U.S. Bureau of Labor Statistics.

We are requesting an annual increase of 3.5% effective July 1, 2023. If you need additional information, do not hesitate to contact me.

Sincerely,



Jon-Mark Adcock
President
Central Hauling

**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Thursday, January 12, 2023**

USDL-23-0017

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi

Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – DECEMBER 2022

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent in December on a seasonally adjusted basis, after increasing 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.5 percent before seasonal adjustment.

The index for gasoline was by far the largest contributor to the monthly all items decrease, more than offsetting increases in shelter indexes. The food index increased 0.3 percent over the month with the food at home index rising 0.2 percent. The energy index decreased 4.5 percent over the month as the gasoline index declined; other major energy component indexes increased over the month.

The index for all items less food and energy rose 0.3 percent in December, after rising 0.2 percent in November. Indexes which increased in December include the shelter, household furnishings and operations, motor vehicle insurance, recreation, and apparel indexes. The indexes for used cars and trucks, and airline fares were among those that decreased over the month.

The all items index increased 6.5 percent for the 12 months ending December; this was the smallest 12-month increase since the period ending October 2021. The all items less food and energy index rose 5.7 percent over the last 12 months. The energy index increased 7.3 percent for the 12 months ending December, and the food index increased 10.4 percent over the last year; all of these increases were smaller than for the 12-month period ending November.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2021 - Dec. 2022
 Percent change

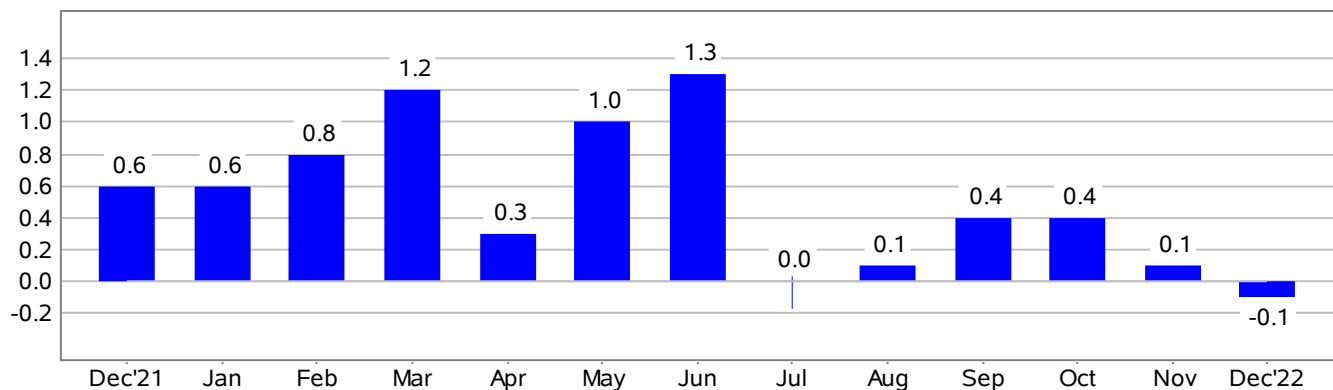


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2021 - Dec. 2022

Percent change

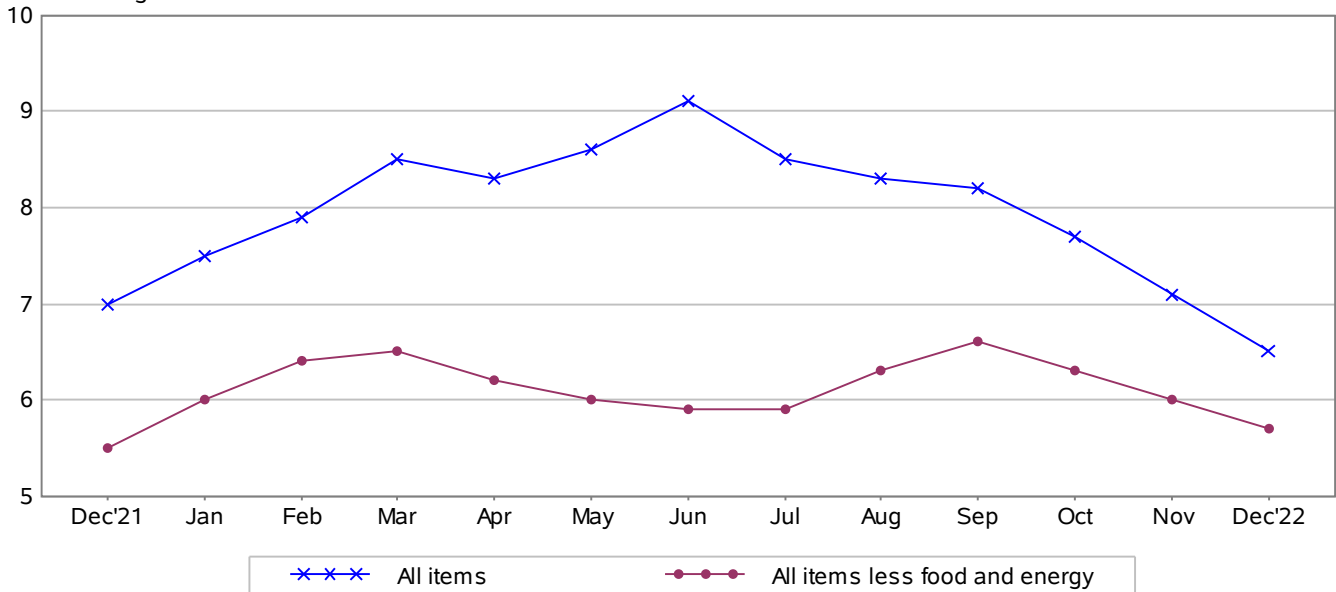


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2022
	Jun. 2022	Jul. 2022	Aug. 2022	Sep. 2022	Oct. 2022	Nov. 2022	Dec. 2022	
All items.....	1.3	0.0	0.1	0.4	0.4	0.1	-0.1	6.5
Food.....	1.0	1.1	0.8	0.8	0.6	0.5	0.3	10.4
Food at home.....	1.0	1.3	0.7	0.7	0.4	0.5	0.2	11.8
Food away from home ¹	0.9	0.7	0.9	0.9	0.9	0.5	0.4	8.3
Energy.....	7.5	-4.6	-5.0	-2.1	1.8	-1.6	-4.5	7.3
Energy commodities.....	10.4	-7.6	-10.1	-4.7	4.4	-2.0	-9.4	0.4
Gasoline (all types).....	11.2	-7.7	-10.6	-4.9	4.0	-2.0	-9.4	-1.5
Fuel oil ¹	-1.2	-11.0	-5.9	-2.7	19.8	1.7	-16.6	41.5
Energy services.....	3.5	0.1	2.1	1.1	-1.2	-1.1	1.5	15.6
Electricity.....	1.7	1.6	1.5	0.4	0.1	-0.2	1.0	14.3
Utility (piped) gas service.....	8.2	-3.6	3.5	2.9	-4.6	-3.5	3.0	19.3
All items less food and energy.....	0.7	0.3	0.6	0.6	0.3	0.2	0.3	5.7
Commodities less food and energy								
commodities.....	0.8	0.2	0.5	0.0	-0.4	-0.5	-0.3	2.1
New vehicles.....	0.7	0.6	0.8	0.7	0.4	0.0	-0.1	5.9
Used cars and trucks.....	1.6	-0.4	-0.1	-1.1	-2.4	-2.9	-2.5	-8.8
Apparel.....	0.8	-0.1	0.2	-0.3	-0.7	0.2	0.5	2.9
Medical care commodities ¹	0.4	0.6	0.2	-0.1	0.0	0.2	0.1	3.2
Services less energy services.....	0.7	0.4	0.6	0.8	0.5	0.4	0.5	7.0
Shelter.....	0.6	0.5	0.7	0.7	0.8	0.6	0.8	7.5
Transportation services.....	2.1	-0.5	0.5	1.9	0.8	-0.1	0.2	14.6
Medical care services.....	0.7	0.4	0.8	1.0	-0.6	-0.7	0.1	4.1

¹ Not seasonally adjusted.

Food

The food index increased 0.3 percent in December following a 0.5-percent increase in November. The food at home index rose 0.2 percent in December. Three of the six major grocery store food group indexes increased over the month. The index for meats, poultry, fish, and eggs increased 1.0 percent in December, as the index for eggs rose 11.1 percent. The index for other food at home rose 0.4 percent over the month, while the index for nonalcoholic beverages increased 0.1 percent in December.

In contrast, the fruits and vegetables index fell 0.6 percent over the month with the fresh fruit index declining 1.9 percent. The index for dairy and related products decreased 0.3 percent in December, and the index for cereals and bakery products was unchanged.

The food away from home index rose 0.4 percent in December, after increasing 0.5 percent in November. The index for limited service meals increased 0.5 percent over the month and the index for full service meals increased 0.1 percent.

The food at home index rose 11.8 percent over the last 12 months. The index for cereals and bakery products rose 16.1 percent over the year. The remaining major grocery store food groups posted increases ranging from 7.7 percent (meats, poultry, fish, and eggs) to 15.3 percent (dairy and related products).

The index for food away from home rose 8.3 percent over the last year. The index for full service meals rose 8.2 percent over the last 12 months, and the index for limited service meals rose 6.6 percent over the same period.

Energy

The energy index fell 4.5 percent in December after falling 1.6 percent in November. The gasoline index declined 9.4 percent over the month, following a 2.0-percent decrease in November. (Before seasonal adjustment, gasoline prices fell 12.5 percent in December.) The index for natural gas rose over the month, increasing 3.0 percent after decreasing 3.5 percent in November. The electricity index increased 1.0 percent in December.

The energy index rose 7.3 percent over the past 12 months. The gasoline index decreased 1.5 percent over the span. The fuel oil index rose 41.5 percent over the last 12 months, the index for electricity rose 14.3 percent, and the index for natural gas increased 19.3 percent over the same period.

All items less food and energy

The index for all items less food and energy rose 0.3 percent in December, following a 0.2-percent increase in November. The shelter index continued to increase, rising 0.8 percent over the month. The rent index rose 0.8 percent over the month, and the owners' equivalent rent index also rose 0.8 percent. The index for lodging away from home increased 1.5 percent in December, after falling 0.7 percent in November.

The shelter index was the dominant factor in the monthly increase in the index for all items less food and energy, while other components were a mix of increases and declines. Among the other indexes that rose in December was the index for household furnishings and operations, which increased 0.3 percent over the month, while the index for motor vehicle insurance rose 0.6 percent, and the index for

recreation increased 0.2 percent. The apparel index rose 0.5 percent in December, and the education index increased 0.3 percent.

The medical care index rose 0.1 percent in December, after declining in the previous 2 months. The index for hospital services increased 1.7 percent over the month. The physicians' services index and the prescription drugs index both rose 0.1 percent in December.

Indexes which declined over the month include the index for used cars and trucks, which fell 2.5 percent in December, the sixth consecutive decline in that index. The index for airline fares fell 3.1 percent over the month, following a 3.0-percent decrease in November. The new vehicles index declined 0.1 percent in December, as did the personal care index.

The index for all items less food and energy rose 5.7 percent over the past 12 months. The shelter index increased 7.5 percent over the last year, accounting for more than half of the total increase in all items less food and energy. Other indexes with notable increases over the last year include household furnishings and operations (+6.7 percent), medical care (+4.0 percent), new vehicles (+5.9 percent), and recreation (+5.1 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 6.5 percent over the last 12 months to an index level of 296.797 (1982-84=100). For the month, the index decreased 0.3 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 6.3 percent over the last 12 months to an index level of 291.051 (1982-84=100). For the month, the index decreased 0.5 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 6.4 percent over the last 12 months. For the month, the index decreased 0.2 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for January 2023 is scheduled to be released on Tuesday, February 14, 2023, at 8:30 a.m. (ET).

January 2023 Consumer Price Index Weight Update

Starting with January 2023 data, BLS plans to update weights annually for the Consumer Price Index based on a single calendar year of data, using consumer expenditure data from 2021. This reflects a change from prior practice of updating weights biennially using two years of expenditure data.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, or web collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2022.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2022, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2022, revised seasonal factors and seasonally adjusted indexes for 2017 to 2021 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2021 will be applied to data for 2022 to produce the seasonally adjusted 2022 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2022, 22 of the 81 components of the U.S. city average all items index are seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

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Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021	Nov. 2022	Dec. 2022	Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
All items.....	100.000	278.802	297.711	296.797	6.5	-0.3	0.4	0.1	-0.1
Food.....	13.781	286.966	315.857	316.839	10.4	0.3	0.6	0.5	0.3
Food at home.....	8.525	267.555	298.284	299.089	11.8	0.3	0.4	0.5	0.2
Cereals and bakery products.....	1.118	297.279	344.393	345.029	16.1	0.2	0.8	1.1	0.0
Meats, poultry, fish, and eggs.....	1.898	297.604	319.444	320.455	7.7	0.3	0.6	-0.2	1.0
Dairy and related products.....	0.811	235.442	271.307	271.376	15.3	0.0	-0.1	1.0	-0.3
Fruits and vegetables.....	1.431	321.931	349.462	349.134	8.4	-0.1	-0.9	1.4	-0.6
Nonalcoholic beverages and beverage materials.....	0.981	186.723	209.507	210.324	12.6	0.4	0.5	0.7	0.1
Other food at home.....	2.285	230.809	261.583	262.985	13.9	0.5	0.9	-0.1	0.4
Food away from home ¹	5.257	317.372	342.266	343.559	8.3	0.4	0.9	0.5	0.4
Energy.....	7.868	256.207	292.953	274.937	7.3	-6.1	1.8	-1.6	-4.5
Energy commodities.....	4.308	296.391	339.663	297.625	0.4	-12.4	4.4	-2.0	-9.4
Fuel oil ¹	0.183	325.879	553.234	461.140	41.5	-16.6	19.8	1.7	-16.6
Motor fuel.....	4.052	291.510	329.954	288.979	-0.9	-12.4	4.0	-2.1	-9.2
Gasoline (all types).....	3.951	290.185	326.649	285.757	-1.5	-12.5	4.0	-2.0	-9.4
Energy services.....	3.560	228.199	260.220	263.825	15.6	1.4	-1.2	-1.1	1.5
Electricity.....	2.610	227.974	258.864	260.548	14.3	0.7	0.1	-0.2	1.0
Utility (piped) gas service.....	0.950	224.366	258.872	267.683	19.3	3.4	-4.6	-3.5	3.0
All items less food and energy.....	78.350	283.908	299.600	300.113	5.7	0.2	0.3	0.2	0.3
Commodities less food and energy commodities.....	20.882	160.850	165.291	164.304	2.1	-0.6	-0.4	-0.5	-0.3
Apparel.....	2.409	121.068	126.728	124.587	2.9	-1.7	-0.7	0.2	0.5
New vehicles.....	4.068	166.653	176.354	176.463	5.9	0.1	0.4	0.0	-0.1
Used cars and trucks.....	3.624	207.164	193.530	188.864	-8.8	-2.4	-2.4	-2.9	-2.5
Medical care commodities ¹	1.472	379.611	391.360	391.809	3.2	0.1	0.0	0.2	0.1
Alcoholic beverages.....	0.877	265.410	279.629	280.755	5.8	0.4	0.8	0.7	0.5
Tobacco and smoking products ¹	0.520	1,308.024	1,380.951	1,379.589	5.5	-0.1	0.3	0.7	-0.1
Services less energy services.....	57.469	359.559	383.179	384.906	7.0	0.5	0.5	0.4	0.5
Shelter.....	32.929	341.241	364.195	366.868	7.5	0.7	0.8	0.6	0.8
Rent of primary residence.....	7.447	355.931	382.562	385.649	8.3	0.8	0.7	0.8	0.8
Owners' equivalent rent of residences ²	24.235	350.508	374.040	376.897	7.5	0.8	0.6	0.7	0.8
Medical care services.....	6.788	578.555	602.333	602.395	4.1	0.0	-0.6	-0.7	0.1
Physicians' services ¹	1.807	408.644	415.048	415.611	1.7	0.1	0.0	0.0	0.1
Hospital services ³	2.123	366.854	378.209	383.150	4.4	1.3			1.7
Transportation services.....	6.018	326.063	374.248	373.598	14.6	-0.2	0.8	-0.1	0.2
Motor vehicle maintenance and repair ¹	1.087	324.688	363.195	366.960	13.0	1.0	0.7	1.3	1.0
Motor vehicle insurance.....	2.532	567.875	644.317	648.771	14.2	0.7	1.7	0.9	0.6
Airline fares.....	0.630	208.954	292.656	268.519	28.5	-8.2	-1.1	-3.0	-3.1

¹ Not seasonally adjusted.

² Indexes on a December 1982=100 base.

³ Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
All items.....	100.000	6.5	-0.3	0.4	0.1	-0.1
Food.....	13.781	10.4	0.3	0.6	0.5	0.3
Food at home.....	8.525	11.8	0.3	0.4	0.5	0.2
Cereals and bakery products.....	1.118	16.1	0.2	0.8	1.1	0.0
Cereals and cereal products.....	0.358	15.6	0.3	0.9	0.6	-0.3
Flour and prepared flour mixes.....	0.059	23.4	-0.5	2.0	1.5	-1.0
Breakfast cereal ¹	0.149	13.0	1.1	0.7	0.4	1.1
Rice, pasta, cornmeal.....	0.149	15.4	-0.1	1.3	0.7	-0.5
Rice ^{1, 2, 3}		13.8	0.5	1.2	0.8	0.5
Bakery products ¹	0.760	16.3	0.1	0.6	1.0	0.1
Bread ^{1, 2}	0.215	15.9	0.2	0.9	2.0	0.2
White bread ^{1, 3}		17.7	1.3	1.7	1.7	1.3
Bread other than white ^{1, 3}		14.0	-0.7	0.0	2.3	-0.7
Fresh biscuits, rolls, muffins ²	0.116	16.3	-0.3	0.7	2.2	0.0
Cakes, cupcakes, and cookies ¹	0.187	17.1	0.3	0.1	1.3	0.3
Cookies ^{1, 3}		18.2	1.0	0.3	1.5	1.0
Fresh cakes and cupcakes ^{1, 3}		14.9	-0.4	-0.8	1.5	-0.4
Other bakery products.....	0.242	15.9	0.1	1.1	0.7	0.0
Fresh sweetrolls, coffeecakes, doughnuts ^{1, 3}		13.5	2.6	-1.9	-0.3	2.6
Crackers, bread, and cracker products ³		16.0	-0.3	2.1	1.9	-1.3
Frozen and refrigerated bakery products, pies, tarts, turnovers ^{1, 3}		18.4	-1.1	2.2	-0.4	-1.1
Meats, poultry, fish, and eggs.....	1.898	7.7	0.3	0.6	-0.2	1.0
Meats, poultry, and fish.....	1.751	4.5	-0.6	-0.1	-0.4	0.1
Meats.....	1.101	2.0	-0.5	0.2	-0.4	0.6
Beef and veal.....	0.496	-3.1	0.0	-0.1	-0.8	1.3
Uncooked ground beef ¹	0.183	0.7	-0.1	-0.5	-0.9	-0.1
Uncooked beef roasts ^{1, 2}	0.073	-3.5	1.1	-2.3	-1.3	1.1
Uncooked beef steaks ²	0.192	-5.4	-0.5	0.3	0.0	0.9
Uncooked other beef and veal ^{1, 2}	0.048	-6.7	0.6	-1.8	-1.5	0.6
Pork.....	0.353	1.5	-1.9	-0.6	-0.3	-0.2
Bacon, breakfast sausage, and related products ²	0.157	1.1	-1.5	-0.9	-1.0	-0.5
Bacon and related products ³		-3.7	-3.6	-0.1	-1.8	-2.9
Breakfast sausage and related products ^{2, 3}		9.0	2.0	-2.0	0.0	2.1
Ham.....	0.065	5.7	-5.6	1.1	0.5	-1.1
Ham, excluding canned ³		5.2	-6.2	1.3	0.8	-1.3
Pork chops ¹	0.051	2.9	0.2	0.2	1.1	0.2
Other pork including roasts, steaks, and ribs ² ...	0.080	-1.8	-1.1	-2.1	-1.7	0.5
Other meats.....	0.252	14.7	0.6	2.0	0.4	0.3
Frankfurters ³		18.2	2.8	-2.3	0.1	3.9
Lunchmeats ^{1, 2, 3}		15.1	-0.2	3.4	0.4	-0.2
Poultry ¹	0.363	12.2	-0.6	-1.1	-0.8	-0.6
Chicken ^{1, 2}	0.294	10.9	-0.6	-1.3	-0.8	-0.6
Fresh whole chicken ^{1, 3}		13.3	-0.3	-0.8	0.5	-0.3
Fresh and frozen chicken parts ^{1, 3}		10.3	-0.8	-1.6	-1.3	-0.8
Other uncooked poultry including turkey ²	0.069	18.1	-0.7	-0.1	1.8	-0.5
Fish and seafood.....	0.287	5.0	-0.8	0.0	-0.1	-0.7
Fresh fish and seafood ^{1, 2}	0.144	3.8	-1.0	0.6	-1.4	-1.0
Processed fish and seafood ²	0.143	6.3	-0.7	-0.9	1.0	0.0
Shelf stable fish and seafood ³		8.6	1.9	-0.9	1.3	2.4
Frozen fish and seafood ³		6.3	-1.7	-1.8	1.4	-1.0
Eggs ¹	0.147	59.9	11.1	10.1	2.3	11.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Dairy and related products.....	0.811	15.3	0.0	-0.1	1.0	-0.3
Milk ²	0.205	12.5	-0.1	-0.2	0.8	-1.0
Fresh whole milk ³		11.7	-0.2	-0.9	1.1	-0.6
Fresh milk other than whole ^{2, 3}		13.5	0.1	0.1	0.8	-0.6
Cheese and related products ¹	0.262	12.8	0.5	-0.5	0.0	0.5
Ice cream and related products.....	0.123	15.0	-0.6	1.1	2.0	-1.1
Other dairy and related products ^{1, 2}	0.222	21.4	-0.1	0.5	0.6	-0.1
Fruits and vegetables.....	1.431	8.4	-0.1	-0.9	1.4	-0.6
Fresh fruits and vegetables.....	1.086	6.4	-0.5	-1.5	1.8	-1.1
Fresh fruits.....	0.574	3.4	-2.0	-2.4	2.3	-1.9
Apples.....	0.076	6.6	-0.1	-0.8	3.2	0.2
Bananas ¹	0.078	2.4	-0.4	-1.1	0.5	-0.4
Citrus fruits ²	0.161	2.5	-5.4	-2.5	2.8	-0.3
Oranges, including tangerines ³		3.0	-7.2	-3.6	2.5	-1.7
Other fresh fruits ²	0.260	3.3	-1.0	-2.4	1.8	-2.6
Fresh vegetables.....	0.512	9.8	1.2	-0.5	1.2	-0.1
Potatoes.....	0.078	12.9	1.8	-1.9	-1.4	1.6
Lettuce ¹	0.069	24.9	4.0	3.3	8.9	4.0
Tomatoes.....	0.082	9.1	4.2	2.3	2.6	3.4
Other fresh vegetables.....	0.283	5.9	-0.6	-0.6	0.7	-1.3
Processed fruits and vegetables ²	0.345	15.5	1.3	1.1	0.4	0.7
Canned fruits and vegetables ²	0.178	18.4	0.9	1.8	0.2	0.3
Canned fruits ^{2, 3}		18.2	1.1	1.7	1.1	-0.9
Canned vegetables ^{2, 3}		17.6	0.8	1.8	-0.5	0.4
Frozen fruits and vegetables ²	0.103	12.9	0.8	0.4	1.4	1.1
Frozen vegetables ³		16.4	0.4	0.8	1.7	0.9
Other processed fruits and vegetables including dried ²	0.064	11.9	2.7	0.5	-0.1	1.7
Dried beans, peas, and lentils ^{1, 2, 3}		9.6	3.2	0.8	-0.7	3.2
Nonalcoholic beverages and beverage materials.....	0.981	12.6	0.4	0.5	0.7	0.1
Juices and nonalcoholic drinks ²	0.693	12.2	0.5	0.5	0.5	0.0
Carbonated drinks.....	0.290	13.0	1.2	1.2	0.4	1.1
Frozen noncarbonated juices and drinks ^{1, 2}	0.007	8.7	1.0	1.3	1.7	1.0
Nonfrozen noncarbonated juices and drinks ²	0.395	11.6	0.0	0.1	0.6	-0.7
Beverage materials including coffee and tea ²	0.288	13.8	0.0	0.3	1.0	0.2
Coffee.....	0.186	14.3	0.0	1.2	0.5	0.0
Roasted coffee ³		15.5	0.6	1.5	0.2	0.6
Instant coffee ^{1, 3}		10.8	-2.2	-0.3	2.0	-2.2
Other beverage materials including tea ^{1, 2}	0.102	12.9	0.1	-0.1	1.2	0.1
Other food at home.....	2.285	13.9	0.5	0.9	-0.1	0.4
Sugar and sweets ¹	0.290	12.2	0.4	0.7	-0.3	0.4
Sugar and sugar substitutes.....	0.043	14.3	0.2	0.4	0.5	1.0
Candy and chewing gum ^{1, 2}	0.185	11.6	1.0	0.9	0.3	1.0
Other sweets ²	0.063	12.8	-1.0	1.0	-0.7	-0.3
Fats and oils.....	0.261	23.2	1.5	2.1	0.0	1.5
Butter and margarine ²	0.083	35.3	1.6	1.9	0.4	1.7
Butter ³		31.4	2.3	1.4	0.2	3.3
Margarine ^{1, 3}		43.8	1.9	1.3	-2.3	1.9
Salad dressing ²	0.061	18.3	-0.1	4.1	1.0	-1.1
Other fats and oils including peanut butter ²	0.117	18.2	2.2	0.9	-1.1	3.4
Peanut butter ^{1, 2, 3}		7.4	1.8	0.7	-1.6	1.8
Other foods.....	1.734	12.9	0.4	0.8	0.0	0.3
Soups.....	0.101	15.7	1.6	-0.9	-2.0	0.9
Frozen and freeze dried prepared foods.....	0.280	15.0	1.0	0.9	-0.9	1.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Snacks ¹	0.374	11.0	-0.2	1.3	-0.8	-0.2
Spices, seasonings, condiments, sauces.....	0.330	11.8	0.6	0.8	0.2	1.0
Salt and other seasonings and spices ^{2, 3}		6.5	-0.4	0.8	-0.5	-0.5
Olives, pickles, relishes ^{1, 2, 3}		15.8	0.6	1.8	0.8	0.6
Sauces and gravies ^{2, 3}		15.2	1.1	-0.4	0.2	1.5
Other condiments ³		8.0	3.1	0.7	-1.6	3.8
Baby food ^{1, 2}	0.045	10.7	-0.2	1.8	0.3	-0.2
Other miscellaneous foods ²	0.605	13.6	0.2	0.6	0.2	-0.3
Prepared salads ^{3, 4}		9.1	0.1	-1.2	-0.3	-0.9
Food away from home ¹	5.257	8.3	0.4	0.9	0.5	0.4
Full service meals and snacks ^{1, 2}	2.438	8.2	0.1	1.1	0.4	0.1
Limited service meals and snacks ^{1, 2}	2.532	6.6	0.5	0.8	0.6	0.5
Food at employee sites and schools ^{1, 2}	0.077	129.6	0.6	3.8	1.7	0.6
Food at elementary and secondary schools ^{1, 3, 5}		305.2	0.2			0.2
Food from vending machines and mobile vendors ^{1, 2} ...	0.038	14.8	1.4	3.7	0.5	1.4
Other food away from home ^{1, 2}	0.171	6.0	1.0	0.2	0.0	1.0
Energy.....	7.868	7.3	-6.1	1.8	-1.6	-4.5
Energy commodities.....	4.308	0.4	-12.4	4.4	-2.0	-9.4
Fuel oil and other fuels.....	0.257	26.0	-11.7	10.5	-0.4	-11.9
Fuel oil ¹	0.183	41.5	-16.6	19.8	1.7	-16.6
Propane, kerosene, and firewood ⁶	0.073	2.6	0.7	0.0	-2.6	-0.2
Motor fuel.....	4.052	-0.9	-12.4	4.0	-2.1	-9.2
Gasoline (all types).....	3.951	-1.5	-12.5	4.0	-2.0	-9.4
Gasoline, unleaded regular ³		-2.0	-12.8	4.1	-1.9	-9.6
Gasoline, unleaded midgrade ^{3, 7}		0.2	-11.0	2.9	-1.4	-8.3
Gasoline, unleaded premium ³		1.6	-10.8	3.9	-2.7	-8.2
Other motor fuels ^{1, 2}	0.101	32.3	-8.5	3.0	2.3	-8.5
Energy services.....	3.560	15.6	1.4	-1.2	-1.1	1.5
Electricity.....	2.610	14.3	0.7	0.1	-0.2	1.0
Utility (piped) gas service.....	0.950	19.3	3.4	-4.6	-3.5	3.0
All items less food and energy.....	78.350	5.7	0.2	0.3	0.2	0.3
Commodities less food and energy commodities.....	20.882	2.1	-0.6	-0.4	-0.5	-0.3
Household furnishings and supplies ⁸	3.949	7.3	0.1	-0.2	0.4	0.2
Window and floor coverings and other linens ^{1, 2}	0.292	4.8	-0.4	0.5	-1.8	-0.4
Floor coverings ^{1, 2}	0.069	12.5	0.0	-1.4	0.6	0.0
Window coverings ^{1, 2}	0.056	3.2	1.7	-1.2	-1.4	1.7
Other linens ^{1, 2}	0.167	2.4	-1.2	1.9	-2.8	-1.2
Furniture and bedding ¹	0.952	4.7	0.0	-1.2	-0.8	0.0
Bedroom furniture ¹	0.305	2.7	0.6	-0.9	-0.5	0.6
Living room, kitchen, and dining room furniture ^{1, 2} ...	0.471	6.3	-0.6	-1.9	-0.3	-0.6
Other furniture ²	0.167	3.7	0.5	-0.8	-2.7	0.0
Appliances ²	0.240	1.1	0.1	-0.5	0.9	0.2
Major appliances ²	0.076	-0.6	1.6	-0.1	0.6	1.0
Laundry equipment ^{1, 3}		0.7	4.1	-7.8	-2.7	4.1
Other appliances ^{1, 2}	0.161	1.9	-0.7	-1.0	-0.1	-0.7
Other household equipment and furnishings ²	0.549	3.3	-1.1	-0.8	-1.2	-0.3
Clocks, lamps, and decorator items ¹	0.331	2.1	-2.6	0.4	-1.2	-2.6
Indoor plants and flowers ⁹	0.099	6.3	0.9	0.9	1.1	0.1
Dishes and flatware ^{1, 2}	0.049	7.8	0.7	-3.7	-3.6	0.7
Nonelectric cookware and tableware ^{1, 2}	0.070	2.0	1.6	-1.0	-2.6	1.6
Tools, hardware, outdoor equipment and supplies ² ...	0.955	10.6	1.0	0.4	0.6	1.4
Tools, hardware and supplies ^{1, 2}	0.251	13.8	1.2	1.4	-0.8	1.2
Outdoor equipment and supplies ²	0.474	9.0	1.0	-0.3	0.7	1.5

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Housekeeping supplies ¹	0.961	11.6	0.3	0.7	0.6	0.3
Household cleaning products ^{1, 2}	0.345	9.8	-0.1	1.0	0.2	-0.1
Household paper products ^{1, 2}	0.225	14.9	1.4	0.4	2.2	1.4
Miscellaneous household products ^{1, 2}	0.390	11.4	0.0	0.6	0.1	0.0
Apparel.....	2.409	2.9	-1.7	-0.7	0.2	0.5
Men's and boys' apparel.....	0.602	2.2	-0.7	-0.6	0.3	1.6
Men's apparel.....	0.465	2.9	-1.2	0.0	0.7	1.3
Men's suits, sport coats, and outerwear.....	0.076	8.3	-2.4	-2.0	3.7	1.9
Men's underwear, nightwear, swimwear, and accessories ¹	0.156	1.6	-1.4	0.4	-1.1	-1.4
Men's shirts and sweaters ²	0.114	2.7	-0.6	-2.4	1.3	2.1
Men's pants and shorts.....	0.114	1.5	-0.7	1.5	-1.1	1.1
Boys' apparel.....	0.137	0.0	1.1	-1.7	-0.4	2.4
Women's and girls' apparel.....	0.956	4.1	-2.9	0.2	0.0	-0.3
Women's apparel.....	0.803	3.9	-3.2	0.6	0.4	-0.3
Women's outerwear.....	0.056	-0.6	-1.5	-3.8	-1.3	2.8
Women's dresses.....	0.087	-2.3	-6.2	-2.4	1.2	-2.4
Women's suits and separates ²	0.386	4.5	-2.8	0.2	0.2	1.2
Women's underwear, nightwear, swimwear, and accessories ²	0.266	6.2	-3.1	2.2	-0.1	-0.7
Girls' apparel.....	0.153	5.1	-1.3	-1.6	-2.2	-0.6
Footwear.....	0.586	0.8	-1.8	-1.1	0.1	-0.2
Men's footwear ¹	0.199	0.5	-2.4	-0.9	0.2	-2.4
Boys' and girls' footwear.....	0.113	2.9	0.1	-1.2	-0.7	0.8
Women's footwear.....	0.274	0.1	-2.1	-1.6	0.1	-0.6
Infants' and toddlers' apparel.....	0.112	5.0	-0.7	-3.2	1.6	0.8
Jewelry and watches ⁶	0.153	5.0	1.2	-2.9	0.9	3.3
Watches ^{1, 6}	0.029	1.5	-0.1	-0.1	0.7	-0.1
Jewelry ⁶	0.124	5.9	1.6	-3.2	1.2	3.7
Transportation commodities less motor fuel ⁸	8.212	-0.9	-1.0	-0.9	-1.3	-1.2
New vehicles.....	4.068	5.9	0.1	0.4	0.0	-0.1
New cars ³		6.2	0.2	0.3	-0.2	-0.1
New trucks ^{3, 10}		6.0	0.1	0.4	0.1	0.0
Used cars and trucks.....	3.624	-8.8	-2.4	-2.4	-2.9	-2.5
Motor vehicle parts and equipment ¹	0.435	9.9	0.1	0.3	0.6	0.1
Tires ¹	0.272	8.7	0.5	-0.1	0.2	0.5
Vehicle accessories other than tires ^{1, 2}	0.164	11.8	-0.6	1.1	1.2	-0.6
Vehicle parts and equipment other than tires ^{1, 3}		8.8	-1.2	0.4	1.8	-1.2
Motor oil, coolant, and fluids ^{1, 3}		19.1	0.3	4.4	-0.3	0.3
Medical care commodities ¹	1.472	3.2	0.1	0.0	0.2	0.1
Medicinal drugs ^{1, 8}	1.369	2.8	0.0	0.0	0.1	0.0
Prescription drugs ¹	0.995	1.8	0.1	-0.1	-0.2	0.1
Nonprescription drugs ^{1, 8}	0.375	5.4	-0.4	0.4	0.7	-0.4
Medical equipment and supplies ^{1, 8}	0.103	9.2	2.3	-0.6	1.7	2.3
Recreation commodities ⁸	1.874	4.1	-0.1	0.7	-0.4	0.1
Video and audio products ⁸	0.271	-7.5	-1.1	0.9	-1.2	0.0
Televisions.....	0.118	-14.4	-0.6	-0.1	-1.5	1.4
Other video equipment ²	0.023	-8.6	-1.9	-2.8	-3.1	0.0
Audio equipment ¹	0.072	-0.6	-2.4	2.9	-1.0	-2.4
Recorded music and music subscriptions ^{1, 2}	0.051	1.4	0.1	2.0	0.4	0.1
Pets and pet products ¹	0.575	12.6	0.1	1.3	0.5	0.1
Pet food ^{1, 2, 3}		15.2	0.4	1.0	0.8	0.4
Purchase of pets, pet supplies, accessories ^{1, 2, 3}		8.7	0.1	1.4	-0.4	0.1
Sporting goods ¹	0.549	3.5	-0.5	1.6	0.0	-0.5

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Sports vehicles including bicycles ¹	0.315	2.9	-0.6	2.6	0.7	-0.6
Sports equipment ¹	0.223	4.3	-0.2	0.3	-0.9	-0.2
Photographic equipment and supplies.....	0.020	5.9	1.2	-1.7	-1.3	3.5
Photographic equipment ^{2, 3}		5.1	1.0	-2.7	-1.5	3.2
Recreational reading materials ¹	0.095	4.4	-0.1	-1.0	-0.8	-0.1
Newspapers and magazines ^{1, 2}	0.056	6.5	0.0	-0.1	-2.2	0.0
Recreational books ^{1, 2}	0.039	1.5	-0.1	-2.2	1.3	-0.1
Other recreational goods ²	0.364	2.1	0.9	-0.9	-1.4	0.9
Toys.....	0.281	1.3	1.0	-1.1	-1.4	1.0
Toys, games, hobbies and playground equipment ^{2, 3}		3.5	0.3	-0.1	-0.3	-0.1
Sewing machines, fabric and supplies ^{1, 2}	0.026	6.3	3.6	-1.6	-6.3	3.6
Music instruments and accessories ^{1, 2}	0.042	5.5	-1.1	0.6	1.8	-1.1
Education and communication commodities ⁸	0.725	-10.1	-0.9	-0.9	-1.6	-0.8
Educational books and supplies ¹	0.086	5.4	0.2	0.2	0.1	0.2
College textbooks ^{1, 3, 11}		6.3	0.2	0.0	0.0	0.2
Information technology commodities ⁸	0.639	-11.8	-1.1	-1.0	-1.8	-0.9
Computers, peripherals, and smart home assistants ^{1, 4}	0.326	-5.8	-2.4	-0.3	-2.7	-2.4
Computer software and accessories ^{1, 2}	0.019	-3.1	-0.9	-2.1	-2.2	-0.9
Telephone hardware, calculators, and other consumer information items ²	0.295	-18.0	0.4	-1.8	-0.8	0.7
Smartphones ^{1, 3, 12}		-22.2	0.7	-5.9	-1.4	0.7
Alcoholic beverages.....	0.877	5.8	0.4	0.8	0.7	0.5
Alcoholic beverages at home.....	0.583	5.3	0.2	0.5	0.8	0.6
Beer, ale, and other malt beverages at home.....	0.225	8.6	0.9	0.5	1.3	1.3
Distilled spirits at home ¹	0.105	1.7	-0.1	0.5	0.9	-0.1
Whiskey at home ^{1, 3}		1.6	0.1	0.1	0.9	0.1
Distilled spirits, excluding whiskey, at home ^{1, 3}		1.5	-0.3	0.5	0.8	-0.3
Wine at home ¹	0.253	3.9	-0.2	0.3	-0.2	-0.2
Alcoholic beverages away from home ¹	0.294	6.8	0.8	1.2	0.3	0.8
Beer, ale, and other malt beverages away from home ^{1, 2, 3}		6.1	0.4	0.7	0.1	0.4
Wine away from home ^{1, 2, 3}		7.8	1.0	1.2	0.1	1.0
Distilled spirits away from home ^{1, 2, 3}		7.4	1.4	1.1	0.8	1.4
Other goods ⁸	1.364	7.2	-0.1	0.6	0.6	-0.1
Tobacco and smoking products ¹	0.520	5.5	-0.1	0.3	0.7	-0.1
Cigarettes ^{1, 2}	0.450	5.5	-0.1	0.5	0.7	-0.1
Tobacco products other than cigarettes ^{1, 2}	0.065	5.1	-0.2	-1.1	0.5	-0.2
Personal care products ¹	0.653	7.5	-0.1	0.4	0.2	-0.1
Hair, dental, shaving, and miscellaneous personal care products ^{1, 2}	0.338	9.9	0.5	0.8	0.5	0.5
Cosmetics, perfume, bath, nail preparations and implements ¹	0.305	5.0	-0.8	0.0	-0.2	-0.8
Miscellaneous personal goods ^{1, 2}	0.190	10.8	0.1	1.9	2.0	0.1
Stationery, stationery supplies, gift wrap ³		16.4	2.7	4.2	2.9	2.9
Services less energy services.....	57.469	7.0	0.5	0.5	0.4	0.5
Shelter.....	32.929	7.5	0.7	0.8	0.6	0.8
Rent of shelter ¹³	32.569	7.6	0.7	0.7	0.6	0.8
Rent of primary residence.....	7.447	8.3	0.8	0.7	0.8	0.8
Lodging away from home ²	0.887	3.2	-0.4	4.9	-0.7	1.5
Housing at school, excluding board ¹³	0.124	2.9	0.1	0.1	0.2	0.2
Other lodging away from home including hotels and motels.....	0.762	3.2	-0.5	5.6	-0.9	1.7
Owners' equivalent rent of residences ¹³	24.235	7.5	0.8	0.6	0.7	0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Owners' equivalent rent of primary residence ¹³ ..	22.978	7.5	0.8	0.6	0.7	0.8
Tenants' and household insurance ^{1, 2}	0.360	0.4	0.1	0.3	0.1	0.1
Water and sewer and trash collection services ²	1.089	4.9	0.2	0.0	0.3	0.3
Water and sewerage maintenance	0.782	4.5	0.2	-0.1	0.2	0.3
Garbage and trash collection ^{1, 10}	0.308	6.1	0.2	0.5	0.5	0.2
Household operations ^{1, 2}						
Domestic services ^{1, 2}	0.235	3.7	1.7		-3.0	1.7
Gardening and lawn care services ^{1, 2}						
Moving, storage, freight expense ^{1, 2}	0.100	1.1	-1.3	0.1	-1.2	-1.3
Repair of household items ^{1, 2}						
Medical care services	6.788	4.1	0.0	-0.6	-0.7	0.1
Professional services	3.455	3.0	0.0	0.2	0.1	0.1
Physicians' services ¹	1.807	1.7	0.1	0.0	0.0	0.1
Dental services	0.920	6.4	0.1	0.2	1.1	0.2
Eyeglasses and eye care ^{1, 6}	0.352	1.7	0.4	0.1	-2.5	0.4
Services by other medical professionals ^{1, 6}	0.376	2.1	-0.9	0.0	-0.4	-0.9
Hospital and related services	2.491	4.6	1.1	-0.2	-0.3	1.5
Hospital services ¹⁴	2.123	4.4	1.3			1.7
Inpatient hospital services ^{14, 3}		4.1	1.2			1.5
Outpatient hospital services ^{3, 6}		4.7	1.4			1.7
Nursing homes and adult day services ¹⁴	0.205	4.7	0.3	0.0	0.4	0.5
Care of invalids and elderly at home ^{1, 5}	0.163	6.1	0.2	0.5	0.0	0.2
Health insurance ^{1, 5}	0.842	7.9	-3.4	-4.0	-4.3	-3.4
Transportation services	6.018	14.6	-0.2	0.8	-0.1	0.2
Leased cars and trucks ^{1, 11}	0.849		1.5	-0.5	-1.9	1.5
Car and truck rental ²	0.141	-4.9	-3.3	-0.5	-2.4	-1.6
Motor vehicle maintenance and repair ¹	1.087	13.0	1.0	0.7	1.3	1.0
Motor vehicle body work ¹	0.053	10.1	0.2	1.4	0.4	0.2
Motor vehicle maintenance and servicing ¹	0.589	9.2	0.4	1.2	0.8	0.4
Motor vehicle repair ^{1, 2}	0.400	19.5	2.1	-0.1	2.0	2.1
Motor vehicle insurance	2.532	14.2	0.7	1.7	0.9	0.6
Motor vehicle fees ^{1, 2}	0.496	1.8	0.1	-0.3	-0.4	0.1
State motor vehicle registration and license fees ^{1, 2}	0.287	2.5	0.2	0.0	-0.3	0.2
Parking and other fees ^{1, 2}	0.194	0.7	0.1	-0.8	-0.6	0.1
Parking fees and tolls ^{2, 3}		1.5	0.8	-1.0	-0.6	0.9
Public transportation	0.914	18.9	-5.3	0.5	-2.0	-2.8
Airline fares	0.630	28.5	-8.2	-1.1	-3.0	-3.1
Other intercity transportation	0.091	2.0	0.6	1.6	-1.6	0.3
Ship fare ^{1, 2, 3}		-2.6	1.4	-0.2	-2.3	1.4
Intracity transportation ¹	0.191	4.0	1.8	-1.1	0.3	1.8
Intracity mass transit ^{1, 3, 8}		0.2	-0.1	0.0	0.1	-0.1
Recreation services ⁸	3.147	5.7	0.3	0.8	1.0	0.3
Video and audio services ⁸	1.141	4.2	-0.5	0.7	0.9	-0.3
Cable and satellite television service ¹⁰	1.047	4.0	-0.6	0.8	1.0	-0.3
Video discs and other media, including rental of video ^{1, 2}	0.094	7.6	0.3	0.2	-0.7	0.3
Video discs and other media ^{1, 2, 3}		9.7	-0.9	0.0	-4.0	-0.9
Rental of video discs and other media ^{1, 2, 3}		10.2	2.2	0.2	1.7	2.2
Pet services including veterinary ²	0.524	9.1	-0.2	0.2	0.7	-0.4
Pet services ^{1, 2, 3}		7.5	0.6	0.7	1.1	0.6
Veterinarian services ^{2, 3}		8.8	-0.4	0.0	0.1	-0.4
Photographers and photo processing ^{1, 2}	0.030	5.8	-0.2	0.3	0.5	-0.2
Other recreation services ²	1.452	5.7	1.1	1.0	1.1	1.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2022 — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{1, 2} ...	0.634	5.2	0.7	1.2	0.2	0.7
Admissions ¹	0.458	5.7	1.1	0.8	3.5	1.1
Admission to movies, theaters, and concerts ^{1, 2, 3}		6.5	-0.3	0.9	1.6	-0.3
Admission to sporting events ^{1, 2, 3}		-1.5	4.5	-1.6	7.5	4.5
Fees for lessons or instructions ^{1, 6}	0.171	7.8	2.6	0.4	-0.8	2.6
Education and communication services ⁸	5.316	2.4	0.2	0.1	1.0	0.3
Tuition, other school fees, and childcare.....	2.502	3.3	0.1	0.1	0.3	0.3
College tuition and fees.....	1.428	2.3	0.1	0.1	0.2	0.3
Elementary and high school tuition and fees.....	0.315	3.7	0.0	0.2	0.3	0.3
Day care and preschool ⁹	0.631	5.4	0.2	0.2	0.6	0.3
Technical and business school tuition and fees ^{1, 2} ...	0.038	1.5	0.3	0.2	-0.1	0.3
Postage and delivery services ²	0.084	4.6	0.0	3.6	0.2	0.2
Postage.....	0.075	3.6	0.0	4.2	0.2	0.2
Delivery services ²	0.009	13.3	0.2	-1.5	0.4	0.1
Telephone services ^{1, 2}	1.807	1.9	0.3	-0.1	2.1	0.3
Wireless telephone services ^{1, 2}	1.501	1.3	0.2	-0.3	2.4	0.2
Residential telephone services ^{1, 8}	0.306	4.9	0.7	0.5	0.7	0.7
Internet services and electronic information providers ^{1, 2}	0.915	1.1	0.1	0.5	0.9	0.1
Other personal services ^{1, 8}	1.366	5.5	-0.2	0.4	0.8	-0.2
Personal care services ¹	0.542	6.3	0.3	0.2	1.4	0.3
Haircuts and other personal care services ^{1, 2}	0.542	6.3	0.3	0.2	1.4	0.3
Miscellaneous personal services ¹	0.823	5.1	-0.4	0.5	0.4	-0.4
Legal services ^{1, 6}	0.230	6.0	0.2	-0.1	-0.2	0.2
Funeral expenses ^{1, 6}	0.146	5.1	0.7	1.7	0.5	0.7
Laundry and dry cleaning services ^{1, 2}	0.154	7.1	0.4	0.8	1.6	0.4
Apparel services other than laundry and dry cleaning ^{1, 2}	0.018	12.8	1.6	1.4	0.1	1.6
Financial services ^{1, 6}	0.192	1.8	-2.9	-0.1	0.3	-2.9
Checking account and other bank services ^{1, 2, 3} ...		2.4	0.2	-0.5	0.4	0.2
Tax return preparation and other accounting fees ^{1, 2, 3}			-3.5	0.0	0.4	-3.5

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 2007=100 base.

⁵ Indexes on a December 2005=100 base.

⁶ Indexes on a December 1986=100 base.

⁷ Indexes on a December 1993=100 base.

⁸ Indexes on a December 2009=100 base.

⁹ Indexes on a December 1990=100 base.

¹⁰ Indexes on a December 1983=100 base.

¹¹ Indexes on a December 2001=100 base.

¹² Indexes on a December 2019=100 base.

¹³ Indexes on a December 1982=100 base.

¹⁴ Indexes on a December 1996=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2022

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Nov. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2021	Nov. 2022	Dec. 2022	Dec. 2021- Dec. 2022	Nov. 2022- Dec. 2022	Sep. 2022- Oct. 2022	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022
All items less food.....	86.219	277.506	294.918	293.722	5.8	-0.4	0.4	0.0	-0.1
All items less shelter.....	67.071	257.431	274.960	272.711	5.9	-0.8	0.3	-0.2	-0.5
All items less food and shelter.....	53.290	249.810	264.792	261.854	4.8	-1.1	0.2	-0.3	-0.7
All items less food, shelter, and energy.....	45.421	251.992	263.771	263.147	4.4	-0.2	-0.1	-0.1	-0.1
All items less food, shelter, energy, and used cars and trucks.....	41.797	252.533	267.127	266.999	5.7	0.0	0.1	0.1	0.2
All items less medical care.....	91.740	266.729	285.524	284.562	6.7	-0.3	0.5	0.2	-0.1
All items less energy.....	92.132	283.593	301.126	301.705	6.4	0.2	0.3	0.2	0.3
Commodities.....	38.971	208.602	222.112	218.607	4.8	-1.6	0.5	-0.3	-1.1
Commodities less food, energy, and used cars and trucks.....	17.257	154.329	161.993	161.642	4.7	-0.2	0.1	0.0	0.1
Commodities less food.....	25.190	173.484	181.480	176.740	1.9	-2.6	0.4	-0.8	-1.9
Commodities less food and beverages.....	24.313	170.179	177.977	173.135	1.7	-2.7	0.4	-0.8	-2.0
Services.....	61.029	347.429	371.672	373.549	7.5	0.5	0.4	0.3	0.6
Services less rent of shelter ¹	28.460	364.361	390.523	391.440	7.4	0.2	-0.1	0.0	0.4
Services less medical care services.....	54.240	329.918	354.160	356.168	8.0	0.6	0.5	0.5	0.7
Durables.....	12.310	125.747	126.596	125.624	-0.1	-0.8	-0.7	-0.9	-0.8
Nondurables.....	26.661	248.393	271.710	266.405	7.3	-2.0	0.9	0.0	-1.2
Nondurables less food.....	12.880	215.952	234.670	224.406	3.9	-4.4	1.4	-0.4	-2.9
Nondurables less food and beverages.....	12.003	212.913	231.901	220.948	3.8	-4.7	1.5	-0.5	-3.1
Nondurables less food, beverages, and apparel.....	9.594	274.750	302.330	285.747	4.0	-5.5	2.1	-0.7	-4.3
Nondurables less food and apparel.....	10.471	272.474	298.713	283.802	4.2	-5.0	1.9	-0.7	-4.1
Housing.....	42.599	287.511	308.720	310.725	8.1	0.6	0.5	0.4	0.7
Education and communication ²	6.041	143.844	144.852	144.922	0.7	0.0	0.0	0.7	0.1
Education ²	2.588	277.904	286.792	287.177	3.3	0.1	0.1	0.3	0.3
Communication ²	3.454	76.298	75.464	75.452	-1.1	0.0	-0.1	1.0	0.0
Information and information processing ²	3.369	71.986	71.103	71.091	-1.2	0.0	-0.2	1.0	0.0
Information technology, hardware and services ³	1.562	7.427	7.110	7.083	-4.6	-0.4	-0.2	-0.2	-0.3
Recreation ²	5.021	126.695	132.965	133.172	5.1	0.2	0.7	0.5	0.2
Video and audio ²	1.411	110.531	113.219	112.507	1.8	-0.6	0.7	0.5	-0.2
Pets, pet products and services ²	1.099	188.497	209.095	209.069	10.9	0.0	0.7	0.6	-0.1
Photography ²	0.051	77.661	81.866	82.174	5.8	0.4	-0.5	-0.3	1.3
Food and beverages.....	14.659	285.556	313.467	314.459	10.1	0.3	0.6	0.5	0.3
Domestically produced farm food.....	7.179	276.523	308.940	309.885	12.1	0.3	0.6	0.0	0.3
Other services.....	9.829	380.714	394.818	395.485	3.9	0.2	0.4	1.0	0.2
Apparel less footwear.....	1.823	112.104	118.110	116.146	3.6	-1.7	-0.5	0.3	0.7
Fuels and utilities.....	4.906	270.831	305.991	307.348	13.5	0.4	-0.4	-0.7	0.5
Household energy.....	3.817	225.435	260.589	261.904	16.2	0.5	-0.5	-1.0	0.6
Medical care.....	8.260	530.026	550.844	551.002	4.0	0.0	-0.5	-0.5	0.1
Transportation.....	18.282	246.499	264.668	255.993	3.9	-3.3	0.7	-1.1	-2.5
Private transportation.....	17.368	246.999	263.196	254.846	3.2	-3.2	0.7	-1.0	-2.5
New and used motor vehicles ²	8.767	124.853	126.795	125.674	0.7	-0.9	-0.9	-1.5	-1.0
Utilities and public transportation.....	8.418	231.516	254.051	254.138	9.8	0.0	-0.3	0.1	0.5
Household furnishings and operations.....	4.764	136.787	145.568	145.972	6.7	0.3	0.0	0.0	0.3
Other goods and services.....	2.729	487.131	518.668	518.088	6.4	-0.1	0.5	0.7	-0.1
Personal care.....	2.209	247.561	264.117	263.813	6.6	-0.1	0.5	0.7	-0.1

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1997=100 base.

³ Indexes on a December 1988=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2022

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Dec. 2022 from:			Percent change to Nov. 2022 from:		
		Dec. 2021	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
U.S. city average.....	M	6.5	-0.4	-0.3	7.1	0.3	-0.1
Region and area size²							
Northeast.....	M	6.1	0.0	-0.1	6.4	0.4	0.1
Northeast - Size Class A.....	M	6.3	0.2	0.0	6.4	0.5	0.2
Northeast - Size Class B/C ³	M	5.9	-0.2	-0.2	6.4	0.3	0.0
New England ⁴	M	5.5	-0.1	-0.5	6.4	0.9	0.4
Middle Atlantic ⁴	M	6.3	0.1	0.1	6.4	0.2	0.0
Midwest.....	M	6.0	-0.6	-0.5	6.8	0.0	-0.2
Midwest - Size Class A.....	M	5.8	-0.9	-0.4	6.6	-0.4	-0.5
Midwest - Size Class B/C ³	M	6.1	-0.5	-0.5	6.9	0.2	0.0
East North Central ⁴	M	6.2	-0.8	-0.6	7.1	0.1	-0.2
West North Central ⁴	M	5.7	-0.2	-0.2	6.1	-0.3	-0.1
South.....	M	7.0	-0.2	-0.3	7.7	0.5	0.1
South - Size Class A.....	M	7.3	-0.2	-0.3	8.2	0.5	0.1
South - Size Class B/C ³	M	6.9	-0.2	-0.3	7.4	0.4	0.0
South Atlantic ⁴	M	7.3	0.0	-0.3	8.1	0.8	0.3
East South Central ⁴	M	6.5	-0.1	0.0	6.3	0.2	-0.1
West South Central ⁴	M	6.7	-0.8	-0.4	7.4	-0.2	-0.4
West.....	M	6.2	-0.9	-0.4	7.1	0.3	-0.4
West - Size Class A.....	M	6.2	-0.8	-0.3	7.0	0.2	-0.4
West - Size Class B/C ³	M	6.3	-0.9	-0.5	7.2	0.3	-0.4
Mountain ⁴	M	7.4	-0.6	-0.2	8.3	0.4	-0.4
Pacific ⁴	M	5.8	-0.9	-0.5	6.7	0.2	-0.5
Size classes							
Size Class A ⁵	M	6.4	-0.4	-0.2	7.1	0.3	-0.1
Size Class B/C ³	M	6.5	-0.4	-0.4	7.1	0.3	-0.1
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	5.5	-1.4	-0.8	6.8	-0.4	-0.6
Los Angeles-Long Beach-Anaheim, CA.....	M	4.9	-1.4	-0.6	6.0	-0.1	-0.8
New York-Newark-Jersey City, NY-NJ-PA.....	M	6.3	0.4	0.2	5.9	0.3	0.2
Atlanta-Sandy Springs-Roswell, GA.....	2	8.1	-0.5				
Baltimore-Columbia-Towson, MD ⁶	2	6.3	-0.1				
Detroit-Warren-Dearborn, MI.....	2	6.2	-1.0				
Houston-The Woodlands-Sugar Land, TX.....	2	5.3	-1.5				
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	9.9	1.0				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	6.4	-0.4				
Phoenix-Mesa-Scottsdale, AZ ⁷	2	9.5	-0.7				
San Francisco-Oakland-Hayward, CA.....	2	4.9	-0.3				
Seattle-Tacoma-Bellevue, WA.....	2	8.4	0.1				
St. Louis, MO-IL.....	2	6.2	0.1				
Urban Alaska.....	2	5.4	-1.7				
Boston-Cambridge-Newton, MA-NH.....	1				7.0	0.6	
Dallas-Fort Worth-Arlington, TX.....	1				8.4	0.3	
Denver-Aurora-Lakewood, CO.....	1				6.9	0.5	
Minneapolis-St. Paul-Bloomington, MN-WI.....	1				5.3	-1.0	
Riverside-San Bernardino-Ontario, CA ⁴	1				7.5	0.6	
San Diego-Carlsbad, CA.....	1				6.7	-0.7	
Tampa-St. Petersburg-Clearwater, FL ⁸	1				9.6	1.0	
Urban Hawaii.....	1				5.8	-0.6	
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1				5.6	0.3	

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2022
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ¹	CPI-U	C-CPI-U ¹	CPI-U
December 2009.....			2.5	2.7
December 2010.....			1.3	1.5
December 2011.....			2.9	3.0
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
December 2016.....			1.8	2.1
December 2017.....			1.7	2.1
December 2018.....			1.5	1.9
December 2019.....			1.8	2.3
January 2020.....	0.4	0.4	2.0	2.5
February 2020.....	0.3	0.3	1.8	2.3
March 2020.....	-0.2	-0.2	1.1	1.5
April 2020.....	-0.5	-0.7	0.2	0.3
May 2020.....	-0.1	0.0	-0.1	0.1
June 2020.....	0.6	0.5	0.4	0.6
July 2020.....	0.6	0.5	0.9	1.0
August 2020.....	0.4	0.3	1.3	1.3
September 2020.....	0.1	0.1	1.4	1.4
October 2020.....	0.0	0.0	1.2	1.2
November 2020.....	-0.1	-0.1	1.2	1.2
December 2020.....	0.1	0.1	1.5	1.4
January 2021.....	0.5	0.4	1.6	1.4
February 2021.....	0.5	0.5	1.8	1.7
March 2021.....	0.6	0.7	2.6	2.6
April 2021.....	0.8	0.8	4.0	4.2
May 2021.....	0.7	0.8	4.9	5.0
June 2021.....	0.8	0.9	5.1	5.4
July 2021.....	0.5	0.5	5.0	5.4
August 2021.....	0.1	0.2	4.8	5.3
September 2021.....	0.3	0.3	5.0	5.4
October 2021.....	0.7	0.8	5.8	6.2
November 2021.....	0.4	0.5	6.4	6.8
December 2021.....	0.2	0.3	6.5	7.0
January 2022.....	0.8	0.8	6.9	7.5
February 2022.....	0.9	0.9	7.3	7.9
March 2022.....	1.2	1.3	7.9	8.5
April 2022.....	0.6	0.6	7.7	8.3
May 2022.....	1.0	1.1	7.9	8.6
June 2022.....	1.2	1.4	8.3	9.1
July 2022.....	0.1	0.0	7.8	8.5
August 2022.....	0.1	0.0	7.8	8.3
September 2022.....	0.3	0.2	7.8	8.2
October 2022.....	0.4	0.4	7.5	7.7
November 2022.....	-0.1	-0.1	6.9	7.1
December 2022.....	-0.2	-0.3	6.4	6.5

¹ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
All items.....	100.000	-0.1		0.04	S-May 2020	-0.1
Food.....	13.781	0.3	0.037	0.09	S-Mar.2021	0.2
Food at home.....	8.525	0.2	0.017	0.13	S-Mar.2021	0.2
Cereals and bakery products.....	1.118	0.0	0.000	0.32	S-Aug.2021	0.0
Cereals and cereal products.....	0.358	-0.3	-0.001	0.38	S-Nov.2020	-0.3
Flour and prepared flour mixes.....	0.059	-1.0	-0.001	0.89	S-Jul.2020	-1.3
Breakfast cereal ⁴	0.149	1.1	0.002	0.68	L-Jul.2022	2.0
Rice, pasta, cornmeal.....	0.149	-0.5	-0.001	0.53	S-Jun.2021	-0.5
Rice ^{4, 5, 6}		0.5		0.62	S-Jun.2022	-1.1
Bakery products ⁴	0.760	0.1	0.001	0.39	S-Dec.2021	0.1
Bread ^{4, 5}	0.215	0.2	0.000	0.53	S-Dec.2021	0.0
White bread ^{4, 6}		1.3		0.74	S-Sep.2022	0.5
Bread other than white ^{4, 6}		-0.7		0.86	S-Jun.2021	-0.9
Fresh biscuits, rolls, muffins ⁵	0.116	0.0	0.000	1.00	S-Sep.2022	-0.2
Cakes, cupcakes, and cookies ⁴	0.187	0.3	0.001	0.67	S-Oct.2022	0.1
Cookies ^{4, 6}		1.0		0.77	S-Oct.2022	0.3
Fresh cakes and cupcakes ^{4, 6}		-0.4		1.06	S-Oct.2022	-0.8
Other bakery products.....	0.242	0.0	0.000	0.67	S-Aug.2021	-0.1
Fresh sweetrolls, coffeecakes, doughnuts ^{4, 6}		2.6		1.29	L-Feb.2022	4.1
Crackers, bread, and cracker products ⁶		-1.3		1.31	S-Dec.2020	-2.7
Frozen and refrigerated bakery products, pies, tarts, turnovers ^{4, 6}		-1.1		0.86	S-Nov.2021	-1.1
Meats, poultry, fish, and eggs.....	1.898	1.0	0.018	0.25	L-May 2022	1.1
Meats, poultry, and fish.....	1.751	0.1	0.002	0.27	L-Sep.2022	0.7
Meats.....	1.101	0.6	0.006	0.38	L-Sep.2022	0.7
Beef and veal.....	0.496	1.3	0.006	0.55	L-Oct.2021	2.5
Uncooked ground beef ⁴	0.183	-0.1	0.000	0.65	L-Aug.2022	0.5
Uncooked beef roasts ^{4, 5}	0.073	1.1	0.001	1.40	L-Aug.2022	1.3
Uncooked beef steaks ⁵	0.192	0.9	0.002	0.93	L-Sep.2022	1.4
Uncooked other beef and veal ^{4, 5}	0.048	0.6	0.000	1.15	L-Jul.2022	1.8
Pork.....	0.353	-0.2	-0.001	0.64	L-Sep.2022	1.8
Bacon, breakfast sausage, and related products ⁵	0.157	-0.5	-0.001	0.77	L-Sep.2022	0.6
Bacon and related products ⁶		-2.9		0.86	S-Aug.2019	-3.4
Breakfast sausage and related products ^{5, 6}		2.1		1.20	L-Jul.2022	2.6
Ham.....	0.065	-1.1	-0.001	1.86	S-Apr.2022	-1.8
Ham, excluding canned ⁶		-1.3		2.02	S-Jul.2022	-1.6
Pork chops ⁴	0.051	0.2	0.000	1.63	S-Oct.2022	0.2
Other pork including roasts, steaks, and ribs ⁵	0.080	0.5	0.000	1.53	L-Sep.2022	4.1
Other meats.....	0.252	0.3	0.001	0.60	S-Aug.2022	-0.6
Frankfurters ⁶		3.9		1.28	L-Aug.2022	4.9
Lunchmeats ^{4, 5, 6}		-0.2		0.59	S-Aug.2022	-0.3
Poultry ⁴	0.363	-0.6	-0.002	0.51	L-Sep.2022	0.6
Chicken ^{4, 5}	0.294	-0.6	-0.002	0.62	L-Sep.2022	0.5
Fresh whole chicken ^{4, 6}		-0.3		0.93	S-Oct.2022	-0.8
Fresh and frozen chicken parts ^{4, 6}		-0.8		0.73	L-Sep.2022	0.6
Other uncooked poultry including turkey ⁵	0.069	-0.5	0.000	0.90	S-Dec.2021	-0.7
Fish and seafood.....	0.287	-0.7	-0.002	0.56	S-Apr.2021	-0.8
Fresh fish and seafood ^{4, 5}	0.144	-1.0	-0.001	0.84	L-Oct.2022	0.6
Processed fish and seafood ⁵	0.143	0.0	0.000	0.71	S-Oct.2022	-0.9
Shelf stable fish and seafood ⁶		2.4		0.91	L-Aug.2022	2.4
Frozen fish and seafood ⁶		-1.0		0.96	S-Oct.2022	-1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Eggs ⁴	0.147	11.1	0.016	0.73	L-Apr.2020	15.0
Dairy and related products.....	0.811	-0.3	-0.003	0.32	S-Aug.2021	-0.8
Milk ⁵	0.205	-1.0	-0.002	0.43	S-Sep.2022	-1.3
Fresh whole milk ⁶		-0.6		0.56	S-Oct.2022	-0.9
Fresh milk other than whole ^{5, 6}		-0.6		0.65	S-Sep.2022	-1.5
Cheese and related products ⁴	0.262	0.5	0.001	0.59	L-Sep.2022	0.7
Ice cream and related products.....	0.123	-1.1	-0.001	0.94	S-Nov.2021	-1.6
Other dairy and related products ^{4, 5}	0.222	-0.1	0.000	0.57	S-Nov.2021	-0.2
Fruits and vegetables.....	1.431	-0.6	-0.009	0.33	S-Oct.2022	-0.9
Fresh fruits and vegetables.....	1.086	-1.1	-0.012	0.40	S-Oct.2022	-1.5
Fresh fruits.....	0.574	-1.9	-0.011	0.62	S-Oct.2022	-2.4
Apples.....	0.076	0.2	0.000	1.09	S-Oct.2022	-0.8
Bananas ⁴	0.078	-0.4	0.000	0.71	S-Oct.2022	-1.1
Citrus fruits ⁵	0.161	-0.3	0.000	1.06	S-Oct.2022	-2.5
Oranges, including tangerines ⁶		-1.7		1.43	S-Oct.2022	-3.6
Other fresh fruits ⁵	0.260	-2.6	-0.007	1.07	S-Sep.2020	-2.7
Fresh vegetables.....	0.512	-0.1	-0.001	0.51	S-Oct.2022	-0.5
Potatoes.....	0.078	1.6	0.001	0.77	L-Sep.2022	3.5
Lettuce ⁴	0.069	4.0	0.003	0.92	S-Oct.2022	3.3
Tomatoes.....	0.082	3.4	0.003	1.09	L-Mar.2020	4.1
Other fresh vegetables.....	0.283	-1.3	-0.004	0.71	S-Jan.2021	-1.4
Processed fruits and vegetables ⁵	0.345	0.7	0.002	0.41	L-Oct.2022	1.1
Canned fruits and vegetables ⁵	0.178	0.3	0.001	0.61	L-Oct.2022	1.8
Canned fruits ^{5, 6}		-0.9		0.69	S-Dec.2020	-1.3
Canned vegetables ^{5, 6}		0.4		0.72	L-Oct.2022	1.8
Frozen fruits and vegetables ⁵	0.103	1.1	0.001	0.88	S-Oct.2022	0.4
Frozen vegetables ⁶		0.9		1.04	S-Oct.2022	0.8
Other processed fruits and vegetables including dried ⁵	0.064	1.7	0.001	0.94	L-Jul.2022	2.7
Dried beans, peas, and lentils ^{4, 5, 6}		3.2		0.90	L-Mar.2022	4.4
Nonalcoholic beverages and beverage materials.....	0.981	0.1	0.001	0.40	S-Jan.2022	0.0
Juices and nonalcoholic drinks ⁵	0.693	0.0	0.000	0.49	S-Jan.2022	-0.9
Carbonated drinks.....	0.290	1.1	0.003	0.85	L-Oct.2022	1.2
Frozen noncarbonated juices and drinks ^{4, 5}	0.007	1.0	0.000	0.66	S-Aug.2022	-3.1
Nonfrozen noncarbonated juices and drinks ⁵	0.395	-0.7	-0.003	0.59	S-Apr.2019	-0.7
Beverage materials including coffee and tea ⁵	0.288	0.2	0.001	0.61	S-Aug.2022	-0.8
Coffee.....	0.186	0.0	0.000	0.79	S-Aug.2022	-1.0
Roasted coffee ⁶		0.6		0.90	L-Oct.2022	1.5
Instant coffee ^{4, 6}		-2.2		1.86	S-Jul.2021	-2.5
Other beverage materials including tea ^{4, 5}	0.102	0.1	0.000	1.01	S-Oct.2022	-0.1
Other food at home.....	2.285	0.4	0.010	0.25	L-Oct.2022	0.9
Sugar and sweets ⁴	0.290	0.4	0.001	0.68	L-Oct.2022	0.7
Sugar and sugar substitutes.....	0.043	1.0	0.000	0.59	L-Aug.2022	2.4
Candy and chewing gum ^{4, 5}	0.185	1.0	0.002	0.97	L-Sep.2022	2.0
Other sweets ⁵	0.063	-0.3	0.000	0.82	L-Oct.2022	1.0
Fats and oils.....	0.261	1.5	0.004	0.59	L-Oct.2022	2.1
Butter and margarine ⁵	0.083	1.7	0.001	1.06	L-Oct.2022	1.9
Butter ⁶		3.3		1.49	L-Jun.2022	4.8
Margarine ^{4, 6}		1.9		1.54	L-Sep.2022	4.2
Salad dressing ⁵	0.061	-1.1	-0.001	0.96	S-Aug.2020	-1.4
Other fats and oils including peanut butter ⁵	0.117	3.4	0.004	0.95	L-Jul.2022	3.6
Peanut butter ^{4, 5, 6}		1.8		0.58	L-Jul.2022	3.5
Other foods.....	1.734	0.3	0.005	0.29	L-Oct.2022	0.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Soups.....	0.101	0.9	0.001	1.00	L-Sep.2022	2.6
Frozen and freeze dried prepared foods.....	0.280	1.1	0.003	0.55	L-Aug.2022	1.5
Snacks ⁴	0.374	-0.2	-0.001	0.58	L-Oct.2022	1.3
Spices, seasonings, condiments, sauces.....	0.330	1.0	0.003	0.48	L-Jul.2022	2.4
Salt and other seasonings and spices ^{5, 6}		-0.5		0.73	—	—
Olives, pickles, relishes ^{4, 5, 6}		0.6		0.86	S-Sep.2022	-0.6
Sauces and gravies ^{5, 6}		1.5		1.02	L-Jul.2022	3.4
Other condiments ⁶		3.8		0.71	L-Aug.2014	4.0
Baby food ^{4, 5}	0.045	-0.2	0.000	0.61	S-Aug.2022	-2.0
Other miscellaneous foods ⁵	0.605	-0.3	-0.002	0.60	S-Apr.2021	-0.6
Prepared salads ^{7, 6}		-0.9		1.61	S-Oct.2022	-1.2
Food away from home ⁴	5.257	0.4	0.020	0.11	S-Mar.2022	0.3
Full service meals and snacks ^{4, 5}	2.438	0.1	0.003	0.14	S-Aug.2020	0.1
Limited service meals and snacks ^{4, 5}	2.532	0.5	0.014	0.15	S-Apr.2022	0.3
Food at employee sites and schools ^{4, 5}	0.077	0.6	0.000	2.22	S-May 2022	0.4
Food at elementary and secondary schools ^{4, 8, 6}		0.2		6.84	L-May 2022	0.3
Food from vending machines and mobile vendors ^{4, 5}	0.038	1.4	0.001	0.46	L-Oct.2022	3.7
Other food away from home ^{4, 5}	0.171	1.0	0.002	0.12	L-Jun.2022	1.8
Energy.....	7.868	-4.5	-0.354	0.14	S-Aug.2022	-5.0
Energy commodities.....	4.308	-9.4	-0.408	0.13	S-Aug.2022	-10.1
Fuel oil and other fuels.....	0.257	-11.9	-0.030	0.65	S-Feb.1990	-16.1
Fuel oil ⁴	0.183	-16.6	-0.030	0.67	S-Feb.1990	-19.0
Propane, kerosene, and firewood ⁹	0.073	-0.2	0.000	0.83	L-Oct.2022	0.0
Motor fuel.....	4.052	-9.2	-0.378	0.13	S-Aug.2022	-10.5
Gasoline (all types).....	3.951	-9.4	-0.376	0.13	S-Aug.2022	-10.6
Gasoline, unleaded regular ⁶		-9.6		0.39	S-Aug.2022	-10.8
Gasoline, unleaded midgrade ^{10, 6}		-8.3		0.36	S-Aug.2022	-10.0
Gasoline, unleaded premium ⁶		-8.2		0.36	S-Aug.2022	-8.8
Other motor fuels ^{4, 5}	0.101	-8.5	-0.009	0.26	S-Jan.2016	-8.5
Energy services.....	3.560	1.5	0.054	0.21	L-Aug.2022	2.1
Electricity.....	2.610	1.0	0.026	0.21	L-Aug.2022	1.5
Utility (piped) gas service.....	0.950	3.0	0.028	0.37	L-Aug.2022	3.5
All items less food and energy.....	78.350	0.3	0.237	0.04	L-Oct.2022	0.3
Commodities less food and energy commodities.....	20.882	-0.3	-0.070	0.10	L-Sep.2022	0.0
Household furnishings and supplies ¹¹	3.949	0.2	0.009	0.24	S-Oct.2022	-0.2
Window and floor coverings and other linens ^{4, 5}	0.292	-0.4	-0.001	1.08	L-Oct.2022	0.5
Floor coverings ^{4, 5}	0.069	0.0	0.000	1.03	S-Oct.2022	-1.4
Window coverings ^{4, 5}	0.056	1.7	0.001	1.42	L-Aug.2022	3.7
Other linens ^{4, 5}	0.167	-1.2	-0.002	1.57	L-Oct.2022	1.9
Furniture and bedding ⁴	0.952	0.0	0.000	0.47	L-Aug.2022	0.5
Bedroom furniture ⁴	0.305	0.6	0.002	0.72	L-Jul.2022	1.2
Living room, kitchen, and dining room furniture ^{4, 5}	0.471	-0.6	-0.003	0.79	S-Oct.2022	-1.9
Other furniture ⁵	0.167	0.0	0.000	0.83	L-Sep.2022	4.2
Appliances ⁵	0.240	0.2	0.001	0.62	S-Oct.2022	-0.5
Major appliances ⁵	0.076	1.0	0.001	0.80	L-Mar.2022	2.8
Laundry equipment ^{4, 6}		4.1		1.08	L-Aug.2022	6.9
Other appliances ^{4, 5}	0.161	-0.7	-0.001	0.85	S-Oct.2022	-1.0
Other household equipment and furnishings ⁵	0.549	-0.3	-0.002	0.54	L-Sep.2022	1.2
Clocks, lamps, and decorator items ⁴	0.331	-2.6	-0.008	0.66	S-May 2022	-3.7
Indoor plants and flowers ¹²	0.099	0.1	0.000	0.89	S-Jul.2022	0.0
Dishes and flatware ^{4, 5}	0.049	0.7	0.000	1.90	L-Sep.2022	3.3
Nonelectric cookware and tableware ^{4, 5}	0.070	1.6	0.001	1.17	L-Mar.2022	1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Tools, hardware, outdoor equipment and supplies ⁵ ...	0.955	1.4	0.013	0.34	L-Aug.2022	1.4
Tools, hardware and supplies ^{4, 5}	0.251	1.2	0.003	0.57	L-Oct.2022	1.4
Outdoor equipment and supplies ⁵	0.474	1.5	0.007	0.43	L-Jan.2022	2.1
Housekeeping supplies ⁴	0.961	0.3	0.003	0.34	S-Nov.2021	0.2
Household cleaning products ^{4, 5}	0.345	-0.1	0.000	0.54	S-Sep.2021	-0.4
Household paper products ^{4, 5}	0.225	1.4	0.003	0.45	S-Oct.2022	0.4
Miscellaneous household products ^{4, 5}	0.390	0.0	0.000	0.57	S-Mar.2022	-0.3
Apparel.....	2.409	0.5	0.012	0.37	L-Jun.2022	0.8
Men's and boys' apparel.....	0.602	1.6	0.010	0.69	L-Nov.2021	1.7
Men's apparel.....	0.465	1.3	0.006	0.83	L-Nov.2021	1.7
Men's suits, sport coats, and outerwear.....	0.076	1.9	0.001	2.00	S-Oct.2022	-2.0
Men's underwear, nightwear, swimwear, and accessories ⁴	0.156	-1.4	-0.002	1.01	S-Jul.2022	-2.4
Men's shirts and sweaters ⁵	0.114	2.1	0.002	1.26	L-Jan.2022	2.4
Men's pants and shorts.....	0.114	1.1	0.001	1.42	L-Oct.2022	1.5
Boys' apparel.....	0.137	2.4	0.003	1.14	L-Nov.2021	2.5
Women's and girls' apparel.....	0.956	-0.3	-0.003	0.62	S-Apr.2022	-0.9
Women's apparel.....	0.803	-0.3	-0.002	0.69	S-Sep.2022	-0.4
Women's outerwear.....	0.056	2.8	0.002	1.73	L-Jan.2022	6.5
Women's dresses.....	0.087	-2.4	-0.002	1.69	S-Oct.2022	-2.4
Women's suits and separates ⁵	0.386	1.2	0.004	1.10	L-Aug.2022	1.2
Women's underwear, nightwear, swimwear, and accessories ⁵	0.266	-0.7	-0.002	0.96	S-Jun.2022	-1.5
Girls' apparel.....	0.153	-0.6	-0.001	1.39	L-Sep.2022	1.8
Footwear.....	0.586	-0.2	-0.001	0.51	S-Oct.2022	-1.1
Men's footwear ⁴	0.199	-2.4	-0.005	0.74	S-Dec.2017	-3.6
Boys' and girls' footwear.....	0.113	0.8	0.001	1.15	L-Jun.2022	1.2
Women's footwear.....	0.274	-0.6	-0.002	0.73	S-Oct.2022	-1.6
Infants' and toddlers' apparel.....	0.112	0.8	0.001	1.54	S-Oct.2022	-3.2
Jewelry and watches ⁹	0.153	3.3	0.005	1.23	L-Sep.2022	3.4
Watches ^{4, 9}	0.029	-0.1	0.000	1.52	S-Oct.2022	-0.1
Jewelry ⁹	0.124	3.7	0.005	1.50	L-Sep.2022	4.4
Transportation commodities less motor fuel ¹¹	8.212	-1.2	-0.097	0.13	L-Oct.2022	-0.9
New vehicles.....	4.068	-0.1	-0.002	0.24	S-Jan.2021	-0.4
New cars ⁶		-0.1		0.36	L-Oct.2022	0.3
New trucks ^{13, 6}		0.0		0.34	S-Jan.2021	-0.3
Used cars and trucks.....	3.624	-2.5	-0.094	0.02	L-Oct.2022	-2.4
Motor vehicle parts and equipment ⁴	0.435	0.1	0.000	0.42	S-Mar.2022	-0.2
Tires ⁴	0.272	0.5	0.001	0.54	L-Aug.2022	1.2
Vehicle accessories other than tires ^{4, 5}	0.164	-0.6	-0.001	0.55	S-Oct.2020	-1.4
Vehicle parts and equipment other than tires ^{4, 6} ...		-1.2		0.66	S-Oct.2020	-2.0
Motor oil, coolant, and fluids ^{4, 6}		0.3		0.76	L-Oct.2022	4.4
Medical care commodities ⁴	1.472	0.1	0.002	0.20	S-Oct.2022	0.0
Medicinal drugs ^{4, 11}	1.369	0.0	-0.001	0.21	S-Oct.2022	0.0
Prescription drugs ⁴	0.995	0.1	0.001	0.17	L-Aug.2022	0.4
Nonprescription drugs ^{4, 11}	0.375	-0.4	-0.002	0.51	S-Sep.2022	-0.4
Medical equipment and supplies ^{4, 11}	0.103	2.3	0.002	0.49	L-Jan.2021	3.5
Recreation commodities ¹¹	1.874	0.1	0.002	0.24	L-Oct.2022	0.7
Video and audio products ¹¹	0.271	0.0	0.000	0.43	L-Oct.2022	0.9
Televisions.....	0.118	1.4	0.002	0.58	L-Aug.2021	2.4
Other video equipment ⁵	0.023	0.0	0.000	1.14	L-Sep.2022	0.1
Audio equipment ⁴	0.072	-2.4	-0.002	1.11	S-Jan.2021	-3.3
Recorded music and music subscriptions ^{4, 5}	0.051	0.1	0.000	0.38	S-Sep.2022	-0.2

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Pets and pet products ⁴	0.575	0.1	0.001	0.36	S-Nov.2021	0.1
Pet food ^{4, 5, 6}		0.4		0.36	S-Jan.2022	0.3
Purchase of pets, pet supplies, accessories ^{4, 5, 6}		0.1		0.75	L-Oct.2022	1.4
Sporting goods ⁴	0.549	-0.5	-0.003	0.50	S-Sep.2022	-1.1
Sports vehicles including bicycles ⁴	0.315	-0.6	-0.002	0.74	S-Sep.2022	-2.6
Sports equipment ⁴	0.223	-0.2	-0.001	0.48	L-Oct.2022	0.3
Photographic equipment and supplies.....	0.020	3.5	0.001	0.79	L-Jul.2022	4.1
Photographic equipment ^{5, 6}		3.2		0.75	L-Jul.2022	4.1
Recreational reading materials ⁴	0.095	-0.1	0.000	0.63	L-Aug.2022	2.1
Newspapers and magazines ^{4, 5}	0.056	0.0	0.000	0.82	L-Aug.2022	2.7
Recreational books ^{4, 5}	0.039	-0.1	0.000	0.85	S-Oct.2022	-2.2
Other recreational goods ⁵	0.364	0.9	0.003	0.56	L-Jul.2022	1.2
Toys.....	0.281	1.0	0.003	0.67	L-Jul.2022	1.5
Toys, games, hobbies and playground equipment ^{5, 6}		-0.1		0.90	L-Oct.2022	-0.1
Sewing machines, fabric and supplies ^{4, 5}	0.026	3.6	0.001	1.60	L-Apr.2022	4.6
Music instruments and accessories ^{4, 5}	0.042	-1.1	0.000	0.93	S-Dec.2020	-2.4
Education and communication commodities ¹¹	0.725	-0.8	-0.006	0.55	L-Sep.2022	-0.6
Educational books and supplies ⁴	0.086	0.2	0.000	0.85	L-Oct.2022	0.2
College textbooks ^{4, 14, 6}		0.2		0.73	L-May 2022	2.5
Information technology commodities ¹¹	0.639	-0.9	-0.006	0.70	L-Sep.2022	-0.6
Computers, peripherals, and smart home assistants ^{4, 7}	0.326	-2.4	-0.008	0.83	L-Oct.2022	-0.3
Computer software and accessories ^{4, 5}	0.019	-0.9	0.000	1.40	L-Sep.2022	1.2
Telephone hardware, calculators, and other consumer information items ⁵	0.295	0.7	0.002	0.85	L-Dec.2021	0.8
Smartphones ^{4, 6, 15}		0.7		1.16	L-Jan.2022	1.1
Alcoholic beverages.....	0.877	0.5	0.004	0.20	S-Sep.2022	0.0
Alcoholic beverages at home.....	0.583	0.6	0.004	0.25	S-Oct.2022	0.5
Beer, ale, and other malt beverages at home.....	0.225	1.3	0.003	0.38	—	—
Distilled spirits at home ⁴	0.105	-0.1	0.000	0.34	S-Sep.2022	-0.8
Whiskey at home ^{4, 6}		0.1		0.42	S-Oct.2022	0.1
Distilled spirits, excluding whiskey, at home ^{4, 6}		-0.3		0.52	S-Sep.2022	-0.3
Wine at home ⁴	0.253	-0.2	-0.001	0.39	—	—
Alcoholic beverages away from home ⁴	0.294	0.8	0.002	0.24	L-Oct.2022	1.2
Beer, ale, and other malt beverages away from home ^{4, 5, 6}		0.4		0.29	L-Oct.2022	0.7
Wine away from home ^{4, 5, 6}		1.0		0.29	L-Oct.2022	1.2
Distilled spirits away from home ^{4, 5, 6}		1.4		0.31	L-Jun.2021	1.6
Other goods ¹¹	1.364	-0.1	-0.001	0.21	S-May 2021	-0.1
Tobacco and smoking products ⁴	0.520	-0.1	-0.001	0.20	S-Jan.2022	-0.1
Cigarettes ^{4, 5}	0.450	-0.1	0.000	0.22	S-Jan.2022	-0.3
Tobacco products other than cigarettes ^{4, 5}	0.065	-0.2	0.000	0.33	S-Oct.2022	-1.1
Personal care products ⁴	0.653	-0.1	-0.001	0.26	S-Dec.2021	-0.2
Hair, dental, shaving, and miscellaneous personal care products ^{4, 5}	0.338	0.5	0.002	0.33	—	—
Cosmetics, perfume, bath, nail preparations and implements ⁴	0.305	-0.8	-0.002	0.37	S-Jul.2021	-1.0
Miscellaneous personal goods ^{4, 5}	0.190	0.1	0.000	0.88	S-Aug.2022	0.0
Stationery, stationery supplies, gift wrap ⁶		2.9		0.71	—	—
Services less energy services.....	57.469	0.5	0.314	0.05	L-Oct.2022	0.5
Shelter.....	32.929	0.8	0.262	0.06	L-Oct.2022	0.8
Rent of shelter ¹⁶	32.569	0.8	0.249	0.06	L-Sep.2022	0.8
Rent of primary residence.....	7.447	0.8	0.059	0.05	—	—

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Lodging away from home ⁵	0.887	1.5	0.014	1.65	L-Oct.2022	4.9
Housing at school, excluding board ¹⁶	0.124	0.2	0.000	0.05	—	—
Other lodging away from home including hotels and motels.....	0.762	1.7	0.014	1.90	L-Oct.2022	5.6
Owners' equivalent rent of residences ¹⁶	24.235	0.8	0.189	0.05	L-Sep.2022	0.8
Owners' equivalent rent of primary residence ¹⁶ ..	22.978	0.8	0.180	0.05	L-Sep.2022	0.8
Tenants' and household insurance ^{4, 5}	0.360	0.1	0.000	0.12	—	—
Water and sewer and trash collection services ⁵	1.089	0.3	0.003	0.10	—	—
Water and sewerage maintenance.....	0.782	0.3	0.002	0.10	L-Sep.2022	0.3
Garbage and trash collection ^{4, 13}	0.308	0.2	0.001	0.26	S-Aug.2022	0.1
Household operations ^{4, 5}						
Domestic services ^{4, 5}	0.235	1.7	0.004	0.38	L-Dec.2021	2.4
Gardening and lawncare services ^{4, 5}						
Moving, storage, freight expense ^{4, 5}	0.100	-1.3	-0.001	1.45	S-Sep.2022	-2.2
Repair of household items ^{4, 5}						
Medical care services.....	6.788	0.1	0.006	0.13	L-Sep.2022	1.0
Professional services.....	3.455	0.1	0.002	0.20	—	—
Physicians' services ⁴	1.807	0.1	0.002	0.27	L-Sep.2022	0.5
Dental services.....	0.920	0.2	0.002	0.19	S-Oct.2022	0.2
Eyeglasses and eye care ^{4, 9}	0.352	0.4	0.001	0.37	L-Sep.2022	3.2
Services by other medical professionals ^{4, 9}	0.376	-0.9	-0.003	0.10	S-Jul.1995	-0.9
Hospital and related services.....	2.491	1.5	0.037	0.12	L-Oct.2015	1.8
Hospital services ¹⁷	2.123	1.7	0.035	0.13	L-Oct.2015	2.0
Inpatient hospital services ^{17, 6}		1.5		0.36	L-Oct.2015	2.2
Outpatient hospital services ^{9, 6}		1.7		0.34	L-Oct.2015	1.7
Nursing homes and adult day services ¹⁷	0.205	0.5	0.001	0.16	L-Jun.2022	1.4
Care of invalids and elderly at home ^{4, 8}	0.163	0.2	0.000	0.24	L-Oct.2022	0.5
Health insurance ^{4, 8}	0.842	-3.4	-0.029	0.15	L-Sep.2022	2.1
Transportation services.....	6.018	0.2	0.011	0.19	L-Oct.2022	0.8
Leased cars and trucks ^{4, 14}	0.849	1.5	0.013	0.35	L-Jun.2018	1.6
Car and truck rental ⁵	0.141	-1.6	-0.002	1.79	L-Oct.2022	-0.5
Motor vehicle maintenance and repair ⁴	1.087	1.0	0.011	0.21	S-Oct.2022	0.7
Motor vehicle body work ⁴	0.053	0.2	0.000	0.26	S-Aug.2022	-1.2
Motor vehicle maintenance and servicing ⁴	0.589	0.4	0.002	0.25	S-May 2022	0.3
Motor vehicle repair ^{4, 5}	0.400	2.1	0.009	0.31	L-Sep.2022	2.2
Motor vehicle insurance.....	2.532	0.6	0.014	0.19	S-May 2022	0.5
Motor vehicle fees ^{4, 5}	0.496	0.1	0.001	0.23	L-Sep.2022	0.5
State motor vehicle registration and license fees ^{4, 5}	0.287	0.2	0.000	0.02	L-Aug.2022	0.8
Parking and other fees ^{4, 5}	0.194	0.1	0.000	0.45	L-Sep.2022	1.4
Parking fees and tolls ^{5, 6}		0.9		0.53	L-Aug.2022	1.1
Public transportation.....	0.914	-2.8	-0.025	0.65	S-Aug.2022	-3.2
Airline fares.....	0.630	-3.1	-0.019	0.97	S-Aug.2022	-4.6
Other intercity transportation.....	0.091	0.3	0.000	0.62	L-Oct.2022	1.6
Ship fare ^{4, 5, 6}		1.4		0.82	L-Sep.2022	1.5
Intracity transportation ⁴	0.191	1.8	0.003	0.92	L-Apr.2021	1.8
Intracity mass transit ^{4, 11, 6}		-0.1		0.26	S-Jul.2022	-0.2
Recreation services ¹¹	3.147	0.3	0.010	0.21	S-Sep.2022	0.2
Video and audio services ¹¹	1.141	-0.3	-0.003	0.17	S-Sep.2022	-0.4
Cable and satellite television service ¹³	1.047	-0.3	-0.004	0.13	S-Sep.2022	-0.4
Video discs and other media, including rental of video ^{4, 5}	0.094	0.3	0.000	1.04	L-Aug.2022	1.2
Video discs and other media ^{4, 5, 6}		-0.9		1.84	L-Oct.2022	0.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022- Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Rental of video discs and other media ^{4, 5, 6}		2.2		0.22	L-Jun.2019	2.2
Pet services including veterinary ⁵	0.524	-0.4	-0.002	0.32	S-May 2022	-0.6
Pet services ^{4, 5, 6}		0.6		0.39	S-Sep.2022	0.6
Veterinarian services ^{5, 6}		-0.4		0.60	S-May 2022	-1.1
Photographers and photo processing ^{4, 5}	0.030	-0.2	0.000	0.45	S-Jul.2022	-0.7
Other recreation services ⁵	1.452	1.1	0.016	0.41	—	—
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{4, 5}	0.634	0.7	0.005	0.28	L-Oct.2022	1.2
Admissions ⁴	0.458	1.1	0.005	0.87	S-Oct.2022	0.8
Admission to movies, theaters, and concerts ^{4, 5, 6}		-0.3		0.61	S-Sep.2022	-0.6
Admission to sporting events ^{4, 5, 6}		4.5		4.15	S-Oct.2022	-1.6
Fees for lessons or instructions ^{4, 9}	0.171	2.6	0.005	0.43	L-Sep.2022	2.8
Education and communication services ¹¹	5.316	0.3	0.014	0.06	S-Oct.2022	0.1
Tuition, other school fees, and childcare.....	2.502	0.3	0.008	0.08	—	—
College tuition and fees.....	1.428	0.3	0.004	0.09	L-Aug.2022	0.5
Elementary and high school tuition and fees.....	0.315	0.3	0.001	0.05	—	—
Day care and preschool ¹²	0.631	0.3	0.002	0.09	S-Oct.2022	0.2
Technical and business school tuition and fees ^{4, 5}	0.038	0.3	0.000	0.11	L-Aug.2022	0.9
Postage and delivery services ⁵	0.084	0.2	0.000	0.06	—	—
Postage.....	0.075	0.2	0.000	0.01	—	—
Delivery services ⁵	0.009	0.1	0.000	0.30	S-Oct.2022	-1.5
Telephone services ^{4, 5}	1.807	0.3	0.005	0.07	S-Oct.2022	-0.1
Wireless telephone services ^{4, 5}	1.501	0.2	0.003	0.04	S-Oct.2022	-0.3
Residential telephone services ^{4, 11}	0.306	0.7	0.002	0.27	—	—
Internet services and electronic information providers ^{4, 5}	0.915	0.1	0.001	0.20	S-Sep.2022	-0.1
Other personal services ^{4, 11}	1.366	-0.2	-0.002	0.19	S-Jan.2021	-0.3
Personal care services ⁴	0.542	0.3	0.001	0.28	S-Oct.2022	0.2
Haircuts and other personal care services ^{4, 5}	0.542	0.3	0.001	0.28	S-Oct.2022	0.2
Miscellaneous personal services ⁴	0.823	-0.4	-0.004	0.18	S-Jan.2021	-1.0
Legal services ^{4, 9}	0.230	0.2	0.001	0.09	L-May 2022	1.0
Funeral expenses ^{4, 9}	0.146	0.7	0.001	0.13	L-Oct.2022	1.7
Laundry and dry cleaning services ^{4, 5}	0.154	0.4	0.001	0.39	S-Sep.2022	-0.6
Apparel services other than laundry and dry cleaning ^{4, 5}	0.018	1.6	0.000	0.45	L-Sep.2022	5.0
Financial services ^{4, 9}	0.192	-2.9	-0.006	0.50	S-Jan.2021	-4.7
Checking account and other bank services ^{4, 5, 6}		0.2		0.30	S-Oct.2022	-0.5
Tax return preparation and other accounting fees ^{4, 5, 6}		-3.5		0.51	S-Mar.2019	-6.9
Special aggregate indexes						
All items less food.....	86.219	-0.1	-0.117	0.04	S-Jul.2022	-0.2
All items less shelter.....	67.071	-0.5	-0.342	0.05	S-Apr.2020	-1.2
All items less food and shelter.....	53.290	-0.7	-0.379	0.05	S-Apr.2020	-1.9
All items less food, shelter, and energy.....	45.421	-0.1	-0.025	0.06	—	—
All items less food, shelter, energy, and used cars and trucks.....	41.797	0.2	0.068	0.06	L-Sep.2022	0.6
All items less medical care.....	91.740	-0.1	-0.088	0.04	S-Jul.2022	-0.1
All items less energy.....	92.132	0.3	0.274	0.04	L-Oct.2022	0.3
Commodities.....	38.971	-1.1	-0.441	0.07	S-Apr.2020	-1.6

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	One Month				
		Seasonally adjusted percent change Nov. 2022-Dec. 2022	Seasonally adjusted effect on All Items Nov. 2022-Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Commodities less food, energy, and used cars and trucks.....	17.257	0.1	0.023	0.12	L-Oct.2022	0.1
Commodities less food.....	25.190	-1.9	-0.478	0.09	S-Apr.2020	-3.3
Commodities less food and beverages.....	24.313	-2.0	-0.483	0.09	S-Apr.2020	-3.5
Services.....	61.029	0.6	0.368	0.05	L-Sep.2022	0.8
Services less rent of shelter ¹⁶	28.460	0.4	0.117	0.06	L-Sep.2022	0.9
Services less medical care services.....	54.240	0.7	0.356	0.05	L-Sep.2022	0.8
Durables.....	12.310	-0.8	-0.103	0.14	L-Oct.2022	-0.7
Nondurables.....	26.661	-1.2	-0.329	0.07	S-Aug.2022	-1.4
Nondurables less food.....	12.880	-2.9	-0.368	0.12	S-Aug.2022	-3.6
Nondurables less food and beverages.....	12.003	-3.1	-0.371	0.13	S-Aug.2022	-3.8
Nondurables less food, beverages, and apparel.....	9.594	-4.3	-0.411	0.11	S-Aug.2022	-4.8
Nondurables less food and apparel.....	10.471	-4.1	-0.428	0.10	S-Aug.2022	-4.3
Housing.....	42.599	0.7	0.304	0.06	L-Sep.2022	0.7
Education and communication ⁵	6.041	0.1	0.009	0.07	S-Oct.2022	0.0
Education ⁵	2.588	0.3	0.008	0.08	—	—
Communication ⁵	3.454	0.0	0.000	0.10	S-Oct.2022	-0.1
Information and information processing ⁵	3.369	0.0	0.000	0.11	S-Oct.2022	-0.2
Information technology, hardware and services ¹⁸	1.562	-0.3	-0.005	0.25	S-Sep.2022	-0.3
Recreation ⁵	5.021	0.2	0.013	0.17	S-Sep.2022	0.1
Video and audio ⁵	1.411	-0.2	-0.003	0.17	S-Sep.2022	-0.2
Pets, pet products and services ⁵	1.099	-0.1	-0.001	0.29	S-Oct.2020	-0.2
Photography ⁵	0.051	1.3	0.001	0.42	L-Jul.2022	1.3
Food and beverages.....	14.659	0.3	0.042	0.08	S-Apr.2021	0.3
Domestically produced farm food ⁴	7.179	0.3	0.022	0.14	L-Oct.2022	0.6
Other services.....	9.829	0.2	0.023	0.08	S-Sep.2022	0.2
Apparel less footwear.....	1.823	0.7	0.013	0.46	L-Mar.2022	0.7
Fuels and utilities.....	4.906	0.5	0.027	0.16	L-Sep.2022	0.8
Household energy.....	3.817	0.6	0.024	0.20	L-Sep.2022	0.9
Medical care.....	8.260	0.1	0.008	0.12	L-Sep.2022	0.8
Transportation.....	18.282	-2.5	-0.463	0.10	S-Apr.2020	-6.0
Private transportation.....	17.368	-2.5	-0.438	0.09	S-Apr.2020	-5.7
New and used motor vehicles ⁵	8.767	-1.0	-0.086	0.13	L-Oct.2022	-0.9
Utilities and public transportation.....	8.418	0.5	0.043	0.12	L-Sep.2022	0.6
Household furnishings and operations.....	4.764	0.3	0.015	0.20	L-Sep.2022	0.5
Other goods and services.....	2.729	-0.1	-0.003	0.14	S-May 2021	-0.1
Personal care ⁴	2.209	-0.1	-0.003	0.16	S-Sep.2021	-0.1

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

³ If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Not seasonally adjusted.

⁵ Indexes on a December 1997=100 base.

⁶ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

- ⁷ Indexes on a December 2007=100 base.
- ⁸ Indexes on a December 2005=100 base.
- ⁹ Indexes on a December 1986=100 base.
- ¹⁰ Indexes on a December 1993=100 base.
- ¹¹ Indexes on a December 2009=100 base.
- ¹² Indexes on a December 1990=100 base.
- ¹³ Indexes on a December 1983=100 base.
- ¹⁴ Indexes on a December 2001=100 base.
- ¹⁵ Indexes on a December 2019=100 base.
- ¹⁶ Indexes on a December 1982=100 base.
- ¹⁷ Indexes on a December 1996=100 base.
- ¹⁸ Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
All items.....	100.000	6.5		0.09	S-Oct.2021	6.2
Food.....	13.781	10.4	1.392	0.19	S-Jun.2022	10.4
Food at home.....	8.525	11.8	0.962	0.29	S-Apr.2022	10.8
Cereals and bakery products.....	1.118	16.1	0.166	0.54	S-Oct.2022	15.9
Cereals and cereal products.....	0.358	15.6	0.052	0.79	S-Jun.2022	15.1
Flour and prepared flour mixes.....	0.059	23.4	0.012	1.42	S-Aug.2022	23.3
Breakfast cereal.....	0.149	13.0	0.019	1.23	S-May 2022	12.2
Rice, pasta, cornmeal.....	0.149	15.4	0.021	1.21	S-Jul.2022	14.5
Rice ^{4, 5}		13.8		1.30	S-Sep.2022	13.6
Bakery products.....	0.760	16.3	0.114	0.71	—	—
Bread ⁴	0.215	15.9	0.032	1.38	L-Aug.2022	16.2
White bread ⁵		17.7		1.37	L-Sep.1974	18.1
Bread other than white ⁵		14.0		1.36	S-Oct.2022	14.0
Fresh biscuits, rolls, muffins ⁴	0.116	16.3	0.017	1.72	L-Aug.2022	17.1
Cakes, cupcakes, and cookies.....	0.187	17.1	0.029	1.68	S-Oct.2022	16.2
Cookies ⁵		18.2		1.15	S-Oct.2022	16.8
Fresh cakes and cupcakes ⁵		14.9		2.20	L-Sep.2022	15.0
Other bakery products.....	0.242	15.9	0.036	1.16	S-Jul.2022	14.9
Fresh sweetrolls, coffeecakes, doughnuts ⁵		13.5		1.67	L-Oct.2022	13.7
Crackers, bread, and cracker products ⁵		16.0		1.72	S-May 2022	14.6
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁵		18.4		1.90	S-Aug.2022	18.1
Meats, poultry, fish, and eggs.....	1.898	7.7	0.145	0.71	L-Oct.2022	8.0
Meats, poultry, and fish.....	1.751	4.5	0.080	0.71	L-Oct.2022	5.9
Meats.....	1.101	2.0	0.023	0.92	L-Oct.2022	2.9
Beef and veal.....	0.496	-3.1	-0.017	0.97	L-Sep.2022	-1.1
Uncooked ground beef.....	0.183	0.7	0.001	1.12	L-Oct.2022	0.8
Uncooked beef roasts ⁴	0.073	-3.5	-0.003	2.91	L-Sep.2022	-2.8
Uncooked beef steaks ⁴	0.192	-5.4	-0.012	1.56	L-Sep.2022	-4.8
Uncooked other beef and veal ⁴	0.048	-6.7	-0.004	2.50	L-Oct.2022	-3.5
Pork.....	0.353	1.5	0.005	1.71	L-Oct.2022	4.0
Bacon, breakfast sausage, and related products ⁴	0.157	1.1	0.002	1.89	S-May 2020	0.8
Bacon and related products ⁵		-3.7		2.17	S-Oct.2018	-7.6
Breakfast sausage and related products ^{4, 5} ...		9.0		1.90	L-Oct.2022	10.3
Ham.....	0.065	5.7	0.004	2.87	S-Aug.2021	4.1
Ham, excluding canned ⁵		5.2		3.44	S-Aug.2021	4.4
Pork chops.....	0.051	2.9	0.002	2.62	L-Sep.2022	5.5
Other pork including roasts, steaks, and ribs ⁴ ...	0.080	-1.8	-0.002	3.71	L-Oct.2022	0.3
Other meats.....	0.252	14.7	0.035	1.13	S-Apr.2022	13.2
Frankfurters ⁵		18.2		2.39	L-Aug.2022	18.3
Lunchmeats ^{4, 5}		15.1		1.01	S-Apr.2022	14.4
Poultry.....	0.363	12.2	0.042	1.24	S-Jan.2022	9.8
Chicken ⁴	0.294	10.9	0.031	1.29	S-Jan.2022	10.3
Fresh whole chicken ⁵		13.3		2.09	S-Mar.2022	10.2
Fresh and frozen chicken parts ⁵		10.3		1.71	S-Oct.2021	10.2
Other uncooked poultry including turkey ⁴	0.069	18.1	0.011	3.14	L-EVER	—
Fish and seafood.....	0.287	5.0	0.015	0.99	S-Jun.2021	4.5
Fresh fish and seafood ⁴	0.144	3.8	0.006	1.61	S-May 2021	3.0
Processed fish and seafood ⁴	0.143	6.3	0.009	1.08	S-Nov.2021	5.5
Shelf stable fish and seafood ⁵		8.6		1.70	L-Feb.2019	9.1
Frozen fish and seafood ⁵		6.3		1.66	S-Oct.2021	4.6
Eggs.....	0.147	59.9	0.065	2.04	L-Sep.1973	65.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Dairy and related products.....	0.811	15.3	0.115	0.49	S-Jul.2022	14.9
Milk ⁴	0.205	12.5	0.024	1.24	S-Feb.2022	11.2
Fresh whole milk ⁵		11.7		1.43	S-Jan.2022	8.2
Fresh milk other than whole ^{4, 5}		13.5		1.15	S-Mar.2022	12.8
Cheese and related products.....	0.262	12.8	0.032	0.84	L-Sep.2022	13.4
Ice cream and related products.....	0.123	15.0	0.017	1.24	S-Oct.2022	13.3
Other dairy and related products ⁴	0.222	21.4	0.042	0.93	S-Sep.2022	20.8
Fruits and vegetables.....	1.431	8.4	0.119	0.64	S-Jun.2022	8.1
Fresh fruits and vegetables.....	1.086	6.4	0.069	0.74	S-Jan.2022	5.6
Fresh fruits.....	0.574	3.4	0.020	1.20	S-Dec.2020	1.4
Apples.....	0.076	6.6	0.005	2.17	S-Oct.2022	4.8
Bananas.....	0.078	2.4	0.002	1.54	S-Sep.2021	1.9
Citrus fruits ⁴	0.161	2.5	0.004	2.18	S-Nov.2020	1.9
Oranges, including tangerines ⁵		3.0		2.06	S-Nov.2021	0.9
Other fresh fruits ⁴	0.260	3.3	0.009	1.94	S-Dec.2020	2.8
Fresh vegetables.....	0.512	9.8	0.049	0.78	L-Mar.2011	9.8
Potatoes.....	0.078	12.9	0.010	1.82	S-Jun.2022	9.0
Lettuce.....	0.069	24.9	0.015	1.66	L-Mar.2011	27.3
Tomatoes.....	0.082	9.1	0.008	2.02	L-Oct.2020	10.3
Other fresh vegetables.....	0.283	5.9	0.017	0.97	S-Feb.2022	4.8
Processed fruits and vegetables ⁴	0.345	15.5	0.050	0.91	S-Aug.2022	14.2
Canned fruits and vegetables ⁴	0.178	18.4	0.030	1.47	—	—
Canned fruits ^{4, 5}		18.2		1.39	S-Aug.2022	16.6
Canned vegetables ^{4, 5}		17.6		1.63	L-Oct.2022	18.0
Frozen fruits and vegetables ⁴	0.103	12.9	0.013	1.48	S-Aug.2022	11.4
Frozen vegetables ⁵		16.4		1.57	S-Aug.2022	11.9
Other processed fruits and vegetables including dried ⁴	0.064	11.9	0.007	1.86	L-Aug.2022	12.7
Dried beans, peas, and lentils ^{4, 5}		9.6		2.73	L-Oct.2022	11.9
Nonalcoholic beverages and beverage materials.....	0.981	12.6	0.118	0.65	S-Jun.2022	11.9
Juices and nonalcoholic drinks ⁴	0.693	12.2	0.081	0.84	S-Jun.2022	11.6
Carbonated drinks.....	0.290	13.0	0.036	1.76	L-Oct.2022	13.2
Frozen noncarbonated juices and drinks ⁴	0.007	8.7	0.001	1.09	L-Jun.2012	9.4
Nonfrozen noncarbonated juices and drinks ⁴	0.395	11.6	0.044	0.87	S-May 2022	10.9
Beverage materials including coffee and tea ⁴	0.288	13.8	0.037	0.83	L-Aug.2022	14.0
Coffee.....	0.186	14.3	0.025	1.15	S-Apr.2022	13.5
Roasted coffee ⁵		15.5		1.31	L-Oct.2022	15.6
Instant coffee ⁵		10.8		1.79	S-Apr.2022	7.8
Other beverage materials including tea ⁴	0.102	12.9	0.012	1.65	L-EVER	—
Other food at home.....	2.285	13.9	0.300	0.40	—	—
Sugar and sweets.....	0.290	12.2	0.034	0.88	S-Jul.2022	11.4
Sugar and sugar substitutes.....	0.043	14.3	0.006	1.43	L-Sep.2022	17.1
Candy and chewing gum ⁴	0.185	11.6	0.021	1.17	S-Aug.2022	10.9
Other sweets ⁴	0.063	12.8	0.008	1.37	L-Oct.2022	17.4
Fats and oils.....	0.261	23.2	0.053	1.12	L-Oct.2022	23.4
Butter and margarine ⁴	0.083	35.3	0.023	1.57	L-EVER	—
Butter ⁵		31.4		2.25	L-Mar.2011	31.9
Margarine ⁵		43.8		1.83	S-Aug.2022	38.3
Salad dressing ⁴	0.061	18.3	0.010	1.54	S-Sep.2022	15.2
Other fats and oils including peanut butter ⁴	0.117	18.2	0.020	1.77	L-Oct.2022	18.8
Peanut butter ^{4, 5}		7.4		1.63	L-Oct.2022	8.4
Other foods.....	1.734	12.9	0.213	0.46	—	—
Soups.....	0.101	15.7	0.015	1.69	L-Oct.2022	17.0
Frozen and freeze dried prepared foods.....	0.280	15.0	0.039	0.86	L-Oct.2022	16.4

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Snacks.....	0.374	11.0	0.039	1.02	S-Apr.2022	9.8
Spices, seasonings, condiments, sauces.....	0.330	11.8	0.037	0.78	L-Oct.2022	13.0
Salt and other seasonings and spices ^{4, 5}		6.5		1.35	S-Feb.2022	4.8
Olives, pickles, relishes ^{4, 5}		15.8		1.31	S-Jul.2022	15.8
Sauces and gravies ^{4, 5}		15.2		1.38	L-Sep.2022	16.3
Other condiments ⁵		8.0		1.28	L-Oct.2022	9.9
Baby food ⁴	0.045	10.7	0.005	1.33	S-Feb.2022	8.4
Other miscellaneous foods ⁴	0.605	13.6	0.077	0.87	S-May.2022	12.6
Prepared salads ^{6, 5}		9.1		1.72	S-Mar.2022	8.7
Food away from home.....	5.257	8.3	0.429	0.28	S-Aug.2022	8.0
Full service meals and snacks ⁴	2.438	8.2	0.198	0.35	S-Mar.2022	8.0
Limited service meals and snacks ⁴	2.532	6.6	0.169	0.44	S-Jul.2021	6.6
Food at employee sites and schools ⁴	0.077	129.6	0.047	3.39	L-EVER	—
Food at elementary and secondary schools ^{7, 5}		305.2		9.47	L-Oct.2022	327.9
Food from vending machines and mobile vendors ⁴	0.038	14.8	0.005	0.99	L-EVER	—
Other food away from home ⁴	0.171	6.0	0.010	0.68	L-Aug.2022	6.5
Energy.....	7.868	7.3	0.537	0.35	S-Feb.2021	2.4
Energy commodities.....	4.308	0.4	0.017	0.65	S-Jan.2021	-8.7
Fuel oil and other fuels.....	0.257	26.0	0.050	1.86	S-Mar.2021	18.3
Fuel oil.....	0.183	41.5	0.048	2.71	S-Dec.2021	41.0
Propane, kerosene, and firewood ⁸	0.073	2.6	0.002	2.45	S-Dec.2020	-2.0
Motor fuel.....	4.052	-0.9	-0.033	0.68	S-Jan.2021	-8.7
Gasoline (all types).....	3.951	-1.5	-0.057	0.70	S-Jan.2021	-8.6
Gasoline, unleaded regular ⁵		-2.0		1.12	S-Jan.2021	-8.8
Gasoline, unleaded midgrade ^{9, 5}		0.2		0.96	S-Jan.2021	-7.5
Gasoline, unleaded premium ⁵		1.6		0.91	S-Feb.2021	-0.1
Other motor fuels ⁴	0.101	32.3	0.024	1.05	S-Jun.2021	32.1
Energy services.....	3.560	15.6	0.520	0.42	L-Oct.2022	15.6
Electricity.....	2.610	14.3	0.351	0.47	L-Sep.2022	15.5
Utility (piped) gas service.....	0.950	19.3	0.170	0.87	L-Oct.2022	20.0
All items less food and energy.....	78.350	5.7	4.525	0.11	S-Dec.2021	5.5
Commodities less food and energy commodities.....	20.882	2.1	0.466	0.22	S-Mar.2021	1.7
Household furnishings and supplies ¹⁰	3.949	7.3	0.287	0.60	S-Nov.2021	6.0
Window and floor coverings and other linens ⁴	0.292	4.8	0.014	2.43	S-Sep.2022	3.9
Floor coverings ⁴	0.069	12.5	0.008	2.37	L-Oct.2022	12.8
Window coverings ⁴	0.056	3.2	0.002	4.65	L-Oct.2022	3.7
Other linens ⁴	0.167	2.4	0.004	3.39	S-Sep.2022	-1.3
Furniture and bedding.....	0.952	4.7	0.045	1.37	S-Mar.2021	3.5
Bedroom furniture.....	0.305	2.7	0.009	2.10	S-Mar.2021	0.5
Living room, kitchen, and dining room furniture ⁴	0.471	6.3	0.030	2.01	S-Mar.2021	4.0
Other furniture ⁴	0.167	3.7	0.006	2.81	S-Jul.2020	1.8
Appliances ⁴	0.240	1.1	0.003	1.61	S-Oct.2022	0.9
Major appliances ⁴	0.076	-0.6	-0.001	3.13	L-Oct.2022	0.1
Laundry equipment ⁵		0.7		6.20	L-Oct.2022	1.5
Other appliances ⁴	0.161	1.9	0.003	2.12	S-Oct.2022	1.2
Other household equipment and furnishings ⁴	0.549	3.3	0.019	1.66	S-Sep.2021	1.1
Clocks, lamps, and decorator items.....	0.331	2.1	0.007	2.59	S-Sep.2021	0.7
Indoor plants and flowers ¹¹	0.099	6.3	0.006	2.70	S-Aug.2022	5.6
Dishes and flatware ⁴	0.049	7.8	0.004	4.12	S-Jul.2022	7.3
Nonelectric cookware and tableware ⁴	0.070	2.0	0.001	2.27	L-Oct.2022	2.0
Tools, hardware, outdoor equipment and supplies ⁴	0.955	10.6	0.099	0.90	L-Sep.2022	12.5
Tools, hardware and supplies ⁴	0.251	13.8	0.033	1.19	L-EVER	—
Outdoor equipment and supplies ⁴	0.474	9.0	0.042	1.17	L-Sep.2022	13.3

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Housekeeping supplies.....	0.961	11.6	0.107	0.88	S-Jul.2022	11.0
Household cleaning products ⁴	0.345	9.8	0.033	1.24	S-Mar.2022	8.7
Household paper products ⁴	0.225	14.9	0.032	1.66	L-EVER	—
Miscellaneous household products ⁴	0.390	11.4	0.043	1.51	S-Jul.2022	10.2
Apparel.....	2.409	2.9	0.071	0.85	S-Apr.2021	1.9
Men's and boys' apparel.....	0.602	2.2	0.014	1.47	L-Oct.2022	2.7
Men's apparel.....	0.465	2.9	0.014	1.65	L-Oct.2022	3.2
Men's suits, sport coats, and outerwear.....	0.076	8.3	0.006	4.72	L-Sep.2022	9.5
Men's underwear, nightwear, swimwear, and accessories.....	0.156	1.6	0.003	2.63	L-Oct.2022	1.8
Men's shirts and sweaters ⁴	0.114	2.7	0.003	2.95	L-Sep.2022	4.2
Men's pants and shorts.....	0.114	1.5	0.002	3.94	—	—
Boys' apparel.....	0.137	0.0	0.000	2.64	L-Oct.2022	1.2
Women's and girls' apparel.....	0.956	4.1	0.039	1.37	S-Jul.2022	4.1
Women's apparel.....	0.803	3.9	0.032	1.51	S-Jun.2022	3.5
Women's outerwear.....	0.056	-0.6	0.000	4.67	L-Sep.2022	3.6
Women's dresses.....	0.087	-2.3	-0.002	3.19	S-Mar.2021	-11.4
Women's suits and separates ⁴	0.386	4.5	0.017	2.25	S-Jun.2022	3.1
Women's underwear, nightwear, swimwear, and accessories ⁴	0.266	6.2	0.016	2.82	S-Sep.2022	5.6
Girls' apparel.....	0.153	5.1	0.008	4.60	S-Aug.2022	4.8
Footwear.....	0.586	0.8	0.005	1.13	S-Mar.2021	-0.2
Men's footwear.....	0.199	0.5	0.001	1.67	S-Feb.2021	0.4
Boys' and girls' footwear.....	0.113	2.9	0.003	2.88	L-Sep.2022	3.5
Women's footwear.....	0.274	0.1	0.000	1.75	S-Mar.2021	-0.9
Infants' and toddlers' apparel.....	0.112	5.0	0.006	5.09	L-Sep.2022	6.7
Jewelry and watches ⁸	0.153	5.0	0.008	3.48	S-Oct.2022	2.5
Watches ⁸	0.029	1.5	0.000	2.94	S-Aug.2022	1.3
Jewelry ⁸	0.124	5.9	0.007	4.37	L-Jan.2022	6.5
Transportation commodities less motor fuel ¹⁰	8.212	-0.9	-0.083	0.36	S-Jun.2020	-1.1
New vehicles.....	4.068	5.9	0.242	0.65	S-Jun.2021	5.3
New cars ⁵		6.2		0.67	S-Jul.2021	5.7
New trucks ^{12, 5}		6.0		0.78	S-Jun.2021	5.7
Used cars and trucks.....	3.624	-8.8	-0.366	0.10	S-May 2009	-10.0
Motor vehicle parts and equipment.....	0.435	9.9	0.042	0.79	S-Oct.2021	8.8
Tires.....	0.272	8.7	0.023	0.91	S-Sep.2021	8.3
Vehicle accessories other than tires ⁴	0.164	11.8	0.018	1.56	S-Mar.2022	10.5
Vehicle parts and equipment other than tires ⁵		8.8		1.37	S-Mar.2022	8.6
Motor oil, coolant, and fluids ⁵		19.1		2.37	S-Oct.2022	19.1
Medical care commodities.....	1.472	3.2	0.049	0.56	L-Sep.2022	3.7
Medicinal drugs ¹⁰	1.369	2.8	0.040	0.57	—	—
Prescription drugs.....	0.995	1.8	0.019	0.67	S-Apr.2022	1.7
Nonprescription drugs ¹⁰	0.375	5.4	0.020	1.24	—	—
Medical equipment and supplies ¹⁰	0.103	9.2	0.009	1.33	L-EVER	—
Recreation commodities ¹⁰	1.874	4.1	0.079	0.57	L-Oct.2022	4.3
Video and audio products ¹⁰	0.271	-7.5	-0.023	1.16	L-Oct.2022	-7.2
Televisions.....	0.118	-14.4	-0.021	1.72	L-Jun.2022	-12.7
Other video equipment ⁴	0.023	-8.6	-0.002	2.15	L-Oct.2022	-5.9
Audio equipment.....	0.072	-0.6	0.000	3.21	S-May 2022	-0.7
Recorded music and music subscriptions ⁴	0.051	1.4	0.001	1.24	S-Oct.2022	0.7
Pets and pet products.....	0.575	12.6	0.069	0.79	S-Oct.2022	12.5
Pet food ^{4, 5}		15.2		1.21	S-Oct.2022	15.0
Purchase of pets, pet supplies, accessories ^{4, 5}		8.7		1.93	S-Sep.2022	7.7
Sporting goods.....	0.549	3.5	0.019	1.45	L-Aug.2022	3.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Sports vehicles including bicycles.....	0.315	2.9	0.009	2.09	L-Aug.2022	2.9
Sports equipment.....	0.223	4.3	0.010	1.94	S-Dec.2021	4.1
Photographic equipment and supplies.....	0.020	5.9	0.001	2.22	L-Sep.2022	6.1
Photographic equipment ^{4, 5}		5.1		2.67	L-Sep.2022	5.9
Recreational reading materials.....	0.095	4.4	0.004	1.28	L-Oct.2022	4.5
Newspapers and magazines ⁴	0.056	6.5	0.004	1.67	L-Oct.2022	7.9
Recreational books ⁴	0.039	1.5	0.001	1.82	L-Sep.2022	1.5
Other recreational goods ⁴	0.364	2.1	0.008	1.36	L-Oct.2022	3.7
Toys.....	0.281	1.3	0.004	1.65	L-Oct.2022	3.1
Toys, games, hobbies and playground equipment ^{4, 5}		3.5		2.20	S-May 2022	2.9
Sewing machines, fabric and supplies ⁴	0.026	6.3	0.002	3.11	L-Oct.2022	8.9
Music instruments and accessories ⁴	0.042	5.5	0.002	2.39	S-Oct.2022	4.7
Education and communication commodities ¹⁰	0.725	-10.1	-0.086	1.66	S-EVER	—
Educational books and supplies.....	0.086	5.4	0.005	2.04	L-Mar.2017	6.0
College textbooks ^{13, 5}		6.3		2.25	L-Mar.2017	7.6
Information technology commodities ¹⁰	0.639	-11.8	-0.091	1.97	S-EVER	—
Computers, peripherals, and smart home assistants ⁶	0.326	-5.8	-0.021	2.76	S-Jan.2020	-5.8
Computer software and accessories ⁴	0.019	-3.1	-0.001	3.69	S-May 2022	-3.9
Telephone hardware, calculators, and other consumer information items ⁴	0.295	-18.0	-0.069	2.38	S-May 2021	-19.1
Smartphones ^{5, 14}		-22.2		3.54	L-Sep.2022	-21.0
Alcoholic beverages.....	0.877	5.8	0.051	0.73	L-Dec.1991	9.9
Alcoholic beverages at home.....	0.583	5.3	0.031	0.90	L-Jan.1992	5.9
Beer, ale, and other malt beverages at home.....	0.225	8.6	0.019	1.63	L-Dec.1991	11.8
Distilled spirits at home.....	0.105	1.7	0.002	1.09	—	—
Whiskey at home ⁵		1.6		1.62	S-Oct.2022	0.6
Distilled spirits, excluding whiskey, at home ⁵		1.5		1.55	S-Oct.2022	0.4
Wine at home.....	0.253	3.9	0.010	1.33	L-Mar.2009	3.9
Alcoholic beverages away from home.....	0.294	6.8	0.020	1.13	S-Sep.2022	5.8
Beer, ale, and other malt beverages away from home ^{4, 5}		6.1		1.31	S-Jun.2022	6.0
Wine away from home ^{4, 5}		7.8		0.95	S-Sep.2022	6.9
Distilled spirits away from home ^{4, 5}		7.4		1.44	L-EVER	—
Other goods ¹⁰	1.364	7.2	0.097	0.44	S-Oct.2022	7.2
Tobacco and smoking products.....	0.520	5.5	0.029	0.77	S-Dec.2020	5.1
Cigarettes ⁴	0.450	5.5	0.025	0.87	S-Dec.2020	5.4
Tobacco products other than cigarettes ⁴	0.065	5.1	0.003	0.75	S-Apr.2022	4.5
Personal care products.....	0.653	7.5	0.049	0.57	L-Dec.1982	7.5
Hair, dental, shaving, and miscellaneous personal care products ⁴	0.338	9.9	0.033	0.69	L-EVER	—
Cosmetics, perfume, bath, nail preparations and implements.....	0.305	5.0	0.015	1.08	S-Oct.2022	4.8
Miscellaneous personal goods ⁴	0.190	10.8	0.020	1.63	—	—
Stationery, stationery supplies, gift wrap ⁵		16.4		2.75	L-EVER	—
Services less energy services.....	57.469	7.0	4.059	0.12	L-Aug.1982	8.2
Shelter.....	32.929	7.5	2.474	0.14	L-Jul.1982	7.6
Rent of shelter ¹⁵	32.569	7.6	2.473	0.14	L-EVER	—
Rent of primary residence.....	7.447	8.3	0.618	0.15	L-Jan.1982	8.4
Lodging away from home ⁴	0.887	3.2	0.029	2.60	—	—
Housing at school, excluding board ¹⁵	0.124	2.9	0.004	0.31	L-May 2017	3.0
Other lodging away from home including hotels and motels.....	0.762	3.2	0.025	2.99	S-Sep.2022	3.1
Owners' equivalent rent of residences ¹⁵	24.235	7.5	1.826	0.12	L-EVER	—

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Owners' equivalent rent of primary residence ¹⁵ ..	22.978	7.5	1.735	0.12	L-EVER	—
Tenants' and household insurance ⁴	0.360	0.4	0.002	0.79	S-Oct.2022	0.2
Water and sewer and trash collection services ⁴	1.089	4.9	0.055	0.30	S-Oct.2022	4.8
Water and sewerage maintenance.....	0.782	4.5	0.036	0.25	L-Sep.2022	4.8
Garbage and trash collection ¹²	0.308	6.1	0.019	0.76	S-Oct.2022	5.8
Household operations ⁴						
Domestic services ⁴	0.235	3.7	0.009	1.16	S-May 2022	1.6
Gardening and lawncare services ⁴						
Moving, storage, freight expense ⁴	0.100	1.1	0.001	2.55	S-Aug.2020	-0.5
Repair of household items ⁴						
Medical care services.....	6.788	4.1	0.287	0.34	S-May 2022	4.0
Professional services.....	3.455	3.0	0.106	0.43	S-Aug.2022	2.4
Physicians' services.....	1.807	1.7	0.032	0.69	L-Oct.2022	1.8
Dental services.....	0.920	6.4	0.059	0.74	—	—
Eyeglasses and eye care ⁸	0.352	1.7	0.006	1.04	S-Aug.2022	1.4
Services by other medical professionals ⁸	0.376	2.1	0.008	0.64	S-Nov.2021	2.1
Hospital and related services.....	2.491	4.6	0.118	0.55	L-Jul.2020	4.7
Hospital services ¹⁶	2.123	4.4	0.098	0.60	L-Sep.2020	4.6
Inpatient hospital services ^{16, 5}		4.1		1.16	L-Jan.2022	4.1
Outpatient hospital services ^{8, 5}		4.7		0.99	L-Mar.2018	5.1
Nursing homes and adult day services ¹⁶	0.205	4.7	0.010	0.52	L-Aug.2022	4.8
Care of invalids and elderly at home ⁷	0.163	6.1	0.010	1.96	L-Sep.2021	8.1
Health insurance ⁷	0.842	7.9	0.063	0.34	S-Mar.2022	7.1
Transportation services.....	6.018	14.6	0.816	0.57	L-Oct.2022	15.2
Leased cars and trucks ¹³	0.849		0.193	1.69	—	—
Car and truck rental ⁴	0.141	-4.9	-0.008	3.92	L-Oct.2022	-3.5
Motor vehicle maintenance and repair.....	1.087	13.0	0.135	0.62	L-Jun.1975	14.1
Motor vehicle body work.....	0.053	10.1	0.005	0.94	S-Nov.2021	8.0
Motor vehicle maintenance and servicing.....	0.589	9.2	0.053	0.77	S-Oct.2022	8.0
Motor vehicle repair ⁴	0.400	19.5	0.071	1.33	L-EVER	—
Motor vehicle insurance.....	2.532	14.2	0.339	0.97	L-May 2021	16.9
Motor vehicle fees ⁴	0.496	1.8	0.009	0.75	—	—
State motor vehicle registration and license fees ⁴	0.287	2.5	0.008	0.28	L-Oct.2022	2.5
Parking and other fees ⁴	0.194	0.7	0.001	1.55	S-Mar.2021	-0.5
Parking fees and tolls ^{4, 5}		1.5		2.29	L-Oct.2022	2.7
Public transportation.....	0.914	18.9	0.147	1.44	S-Mar.2022	14.9
Airline fares.....	0.630	28.5	0.137	2.32	S-Jul.2022	27.7
Other intercity transportation.....	0.091	2.0	0.002	2.93	L-Oct.2022	4.1
Ship fare ^{4, 5}		-2.6		2.37	L-Oct.2022	-0.6
Intracity transportation.....	0.191	4.0	0.008	1.51	L-Sep.2022	4.6
Intracity mass transit ^{10, 5}		0.2		4.43	S-Sep.2021	-2.7
Recreation services ¹⁰	3.147	5.7	0.182	0.47	L-EVER	—
Video and audio services ¹⁰	1.141	4.2	0.049	0.43	—	—
Cable and satellite television service ¹²	1.047	4.0	0.042	0.44	—	—
Video discs and other media, including rental of video ⁴	0.094	7.6	0.007	4.53	L-Jan.2012	8.2
Video discs and other media ^{4, 5}		9.7		5.35	L-Sep.2022	12.4
Rental of video discs and other media ^{4, 5}		10.2		1.34	L-Jun.2012	11.5
Pet services including veterinary ⁴	0.524	9.1	0.046	0.68	S-Jun.2022	7.9
Pet services ^{4, 5}		7.5		1.11	L-EVER	—
Veterinarian services ^{4, 5}		8.8		1.31	S-Jun.2022	7.5
Photographers and photo processing ⁴	0.030	5.8	0.002	1.15	L-Oct.2022	6.5
Other recreation services ⁴	1.452	5.7	0.085	0.92	L-Feb.2022	5.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁴	0.634	5.2	0.034	0.85	L-May 2020	7.3
Admissions.....	0.458	5.7	0.026	1.76	L-Mar.2022	7.0
Admission to movies, theaters, and concerts ^{4, 5}		6.5		1.65	S-Oct.2022	6.5
Admission to sporting events ^{4, 5}		-1.5		6.53	L-Mar.2022	8.7
Fees for lessons or instructions ⁸	0.171	7.8	0.014	1.75	L-Jun.1990	7.8
Education and communication services ¹⁰	5.316	2.4	0.134	0.22	L-Jun.2021	2.4
Tuition, other school fees, and childcare.....	2.502	3.3	0.085	0.33	L-Jun.2019	3.3
College tuition and fees.....	1.428	2.3	0.034	0.41	L-Aug.2022	2.8
Elementary and high school tuition and fees.....	0.315	3.7	0.012	0.36	L-Jul.2019	4.1
Day care and preschool ¹¹	0.631	5.4	0.035	0.71	L-May 2006	5.5
Technical and business school tuition and fees ⁴	0.038	1.5	0.001	0.48	L-Sep.2021	1.5
Postage and delivery services ⁴	0.084	4.6	0.004	0.13	L-Jan.2022	5.0
Postage.....	0.075	3.6	0.003	0.11	L-Jan.2022	4.6
Delivery services ⁴	0.009	13.3	0.001	0.74	S-Aug.2022	11.5
Telephone services ⁴	1.807	1.9	0.036	0.30	L-Jun.2021	4.4
Wireless telephone services ⁴	1.501	1.3	0.020	0.38	L-Jun.2021	3.9
Residential telephone services ¹⁰	0.306	4.9	0.015	0.89	L-Apr.2022	6.0
Internet services and electronic information providers ⁴	0.915	1.1	0.010	0.78	S-Oct.2022	0.5
Other personal services ¹⁰	1.366	5.5	0.077	0.50	S-Jan.2022	5.4
Personal care services.....	0.542	6.3	0.034	1.02	S-Oct.2022	5.6
Haircuts and other personal care services ⁴	0.542	6.3	0.034	1.02	S-Oct.2022	5.6
Miscellaneous personal services.....	0.823	5.1	0.042	0.37	S-Dec.2021	4.5
Legal services ⁸	0.230	6.0	0.014	0.43	S-Oct.2022	5.4
Funeral expenses ⁸	0.146	5.1	0.008	0.52	L-Jan.2009	5.1
Laundry and dry cleaning services ⁴	0.154	7.1	0.011	0.82	S-Sep.2022	7.0
Apparel services other than laundry and dry cleaning ⁴	0.018	12.8	0.002	1.06	S-Aug.2022	9.1
Financial services ⁸	0.192	1.8	0.004	0.78	S-Sep.2021	-0.1
Checking account and other bank services ^{4, 5}		2.4		2.34	—	—
Tax return preparation and other accounting fees ^{4, 5}				1.07	—	—
Special aggregate indexes						
All items less food.....	86.219	5.8	5.062	0.10	S-Sep.2021	5.5
All items less shelter.....	67.071	5.9	3.980	0.10	S-Apr.2021	5.2
All items less food and shelter.....	53.290	4.8	2.588	0.12	S-Mar.2021	3.0
All items less food, shelter, and energy.....	45.421	4.4	2.051	0.14	S-Apr.2021	3.6
All items less food, shelter, energy, and used cars and trucks.....	41.797	5.7	2.417	0.15	S-Feb.2022	5.5
All items less medical care.....	91.740	6.7	6.118	0.09	S-Oct.2021	6.7
All items less energy.....	92.132	6.4	5.917	0.09	S-Jan.2022	6.2
Commodities.....	38.971	4.8	1.875	0.14	S-Mar.2021	4.1
Commodities less food, energy, and used cars and trucks.....	17.257	4.7	0.832	0.26	S-Sep.2021	4.5
Commodities less food.....	25.190	1.9	0.483	0.20	S-Feb.2021	1.4
Commodities less food and beverages.....	24.313	1.7	0.431	0.22	S-Feb.2021	1.3
Services.....	61.029	7.5	4.580	0.11	L-Aug.1982	8.6
Services less rent of shelter ¹⁵	28.460	7.4	2.107	0.16	L-Oct.2022	7.5
Services less medical care services.....	54.240	8.0	4.293	0.12	L-Aug.1982	8.3
Durables.....	12.310	-0.1	-0.013	0.31	S-Jul.2020	-0.1
Nondurables.....	26.661	7.3	1.887	0.17	S-Jul.2021	7.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2022, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2022	Twelve Month				
		Unadjusted percent change Dec. 2021- Dec. 2022	Unadjusted effect on All Items Dec. 2021- Dec. 2022 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Nondurables less food.....	12.880	3.9	0.495	0.28	S-Feb.2021	-0.2
Nondurables less food and beverages.....	12.003	3.8	0.444	0.29	S-Feb.2021	-0.4
Nondurables less food, beverages, and apparel.....	9.594	4.0	0.373	0.29	S-Feb.2021	0.6
Nondurables less food and apparel.....	10.471	4.2	0.424	0.27	S-Feb.2021	0.7
Housing.....	42.599	8.1	3.420	0.12	L-Jun.1982	8.7
Education and communication ⁴	6.041	0.7	0.048	0.25	—	—
Education ⁴	2.588	3.3	0.089	0.33	L-Apr.2019	3.3
Communication ⁴	3.454	-1.1	-0.041	0.38	—	—
Information and information processing ⁴	3.369	-1.2	-0.045	0.39	—	—
Information technology, hardware and services ¹⁷	1.562	-4.6	-0.081	0.88	S-Aug.2015	-5.2
Recreation ⁴	5.021	5.1	0.261	0.38	L-EVER	—
Video and audio ⁴	1.411	1.8	0.026	0.45	L-Jun.2022	2.7
Pets, pet products and services ⁴	1.099	10.9	0.115	0.53	S-Aug.2022	10.1
Photography ⁴	0.051	5.8	0.003	1.07	L-Sep.2022	6.4
Food and beverages.....	14.659	10.1	1.443	0.19	S-Jun.2022	10.0
Domestically produced farm food.....	7.179	12.1	0.828	0.30	—	—
Other services.....	9.829	3.9	0.393	0.19	L-Sep.2008	3.9
Apparel less footwear.....	1.823	3.6	0.067	1.01	S-Sep.2021	2.5
Fuels and utilities.....	4.906	13.5	0.625	0.29	L-Oct.2022	14.2
Household energy.....	3.817	16.2	0.570	0.41	L-Oct.2022	17.1
Medical care.....	8.260	4.0	0.336	0.29	S-May 2022	3.7
Transportation.....	18.282	3.9	0.700	0.28	S-Feb.2021	0.6
Private transportation.....	17.368	3.2	0.553	0.26	S-Feb.2021	2.2
New and used motor vehicles ⁴	8.767	0.7	0.061	0.39	S-Jul.2020	-0.2
Utilities and public transportation.....	8.418	9.8	0.800	0.24	L-Oct.2022	9.9
Household furnishings and operations.....	4.764	6.7	0.321	0.50	S-Nov.2021	6.5
Other goods and services.....	2.729	6.4	0.174	0.36	S-Jul.2022	6.3
Personal care.....	2.209	6.6	0.145	0.37	S-Oct.2022	6.4

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

³ If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arger as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Indexes on a December 1997=100 base.

⁵ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁶ Indexes on a December 2007=100 base.

⁷ Indexes on a December 2005=100 base.

⁸ Indexes on a December 1986=100 base.

⁹ Indexes on a December 1993=100 base.

¹⁰ Indexes on a December 2009=100 base.

¹¹ Indexes on a December 1990=100 base.

¹² Indexes on a December 1983=100 base.

¹³ Indexes on a December 2001=100 base.

¹⁴ Indexes on a December 2019=100 base.

¹⁵ Indexes on a December 1982=100 base.

¹⁶ Indexes on a December 1996=100 base.

¹⁷ Indexes on a December 1988=100 base.

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATES AND FEES FOR SOLID WASTE SERVICES PURSUANT TO SUBSECTIONS (a), SECTION 23-38, ARTICLE II, CHAPTER 23 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Part II, Chapter 23, Article II, Sections 23-38 provides for the setting and updating of monthly charges for the collection and removal of solid waste, adopted and updated by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, Section 9.6.1 of Modification to Unit Prices included in the General and Special Provisions for Solid Waste Collection, Recycling and Disposal Services contained with the Request for Proposals for the current Contract for Solid Waste Collection, Recycling and Disposal Services dated July 1, 2020 provides as follows

- 9.6.1 Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%). At the end of the last day of the last month of each contract period, (the "Rate Modification Date") the fees will be increased or decreased for the ensuing contract period in a percentage amount equal to ninety percent (90%) of the net percentage change of the All Items Index, plus ten percent (10%) of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the April reporting period for the prior year and the April reporting period of the contract period, divided by the index value for the previous year;

and

WHEREAS, Section 5 of the Memorandum of Understanding dated May 18, 2020, provides that the Contract Rate shall be increased, yearly, in accordance with the percentage increase in the Consumer Price Index over the previous twelve-month period from 2020 (i.e. the difference, expressed as a percentage, between the value of the CPI in June, 2021, and the value of the CPI published in June, 2020). The new adjusted Contract Rate shall begin on July 1, of each

year. If in any year the CPI decreases, the Contract Rate for that year shall remain flat (and shall not increase or decrease);

WHEREAS, a component of the Schedule of Quotes approved by the Contract for Solid Waste Collection, Recycling and Disposal Services dated July 1, 2020 provides for a monthly Hazardous Waste Collection Fee, said collection to be during the Spring Clean-Up. This component has not been previously included in the monthly charges to residential customers and City Commission wishes to update the rates to include the hazardous waste collection fee; and

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set monthly rates and fees for solid waste services pursuant to Section 23-38;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sub-Section (a), Section 23-28, Article II, Chapter 23 of the Code of the City of Shawnee provides that: Monthly charges shall be in an amount as described in the city fee schedule, adopted and updated by the City Commission from time to time.

Accordingly, the Solid Waste rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (a), Section 23-38, Article II, Chapter 23 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (a) Solid Waste Rates: The monthly charge for solid waste service for consumers inside the city limits:

RESIDENTIAL

Type of Service	Monthly Rate
Small Polycart (65 gallon)	\$18.54
Large Polycart (95 gallon)	\$23.36
Additional Polycart (95 gallon)	\$11.79
Solid Waste Service Only	\$23.36

Section 2. **Annual review of rates and possible increases.** City Staff shall annually, no later than December 31 of each calendar year, review the Consumer Price Index (CPI) through the United States Bureau of Labor Statistics, to measure the average charge over time in the prices paid by consumers for solid waste collection and removal services. Increases of the above listed rates for residential accounts may be amended per CPI as of December 31 of the calendar year. Said rate increases will take effect on July 1 of the following calendar year. A Resolution will be presented to the Commission to update the City Fee Schedule of any rate changes.

Section 3. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A') and the updated City Fee Schedule

in whole (Exhibit ‘B’). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 4. **Effective Date.** The effective date of the fee changes in this Resolution is July 1, 2023.

PASSED AND APPROVED this 20th day of March, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$18.54			
		Large Polycart (95 gallon)	\$23.36			
		Additional Polycart (95 gallon)	\$11.79			
		Solid Waste Service Only	\$23.36			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a) (1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a) (2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a) (3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		
CHAPTER 2: ADMINISTRATION						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-358	Administration	Human Rights. Maximum Fine		\$500		
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (1)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (2)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-5 (a) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)(2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a) (3)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (4)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (5)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a) (6)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (7)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a) (8)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (9)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (10)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a) (11)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a) (13)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a) (14)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a) (15)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (16)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a) (17)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a) (18)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a) (19)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a) (20)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One- time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
Part II Chapter 4 Art II Sec 4-43 (c)	Alcoholic Beverages	License for retail dealer. Annual license fee for retail dealer of nonintoxicating beverages, e.g. 3.2 beer: Sales On Premises versus Sales Off Premises	On Premises \$20; Off Premises \$10			

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Part II Chapter 4 Art II Sec 4-47 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art II Sec 4-49 (a)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine		\$500		
Part II Chapter 4 Art II Sec 4-49 (b)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine, per day		\$50		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal -- Permit Fee	\$10			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$1			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	\$200			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			

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Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			

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Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
		Reinspection made because of defective work:				
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	First Occurrence	\$25			
		Reinspection made because of defective work:				
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Initial Electrical Contractor Fee	\$100			
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Annual Renewal Electrical Contractor Fee	\$75			

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Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee-- 400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: First Occurance	\$25			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			

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Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			

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Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			

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Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art VI Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art VI Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art VI Div 3 Sec 8-256	Business, Permits, and Licenses	Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art VI Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art VII Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art VII Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art VII Sec 8-328 (a)	Business, Permits, and Licenses	Pawnbrokers: Bond			\$1,000	

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Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	 \$100; \$10; \$20; \$30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	 \$25; \$10			
CHAPTER 9: CABLE COMMUNICATIONS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
						General liability insurance: Bodily injury per person- \$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)(1) (2)	Cable Communications	Liability and indemnification: insurance				
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	
CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Adult Lot; Infant Lot	 \$500; \$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. If the City provides such services;	 \$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Additional Tent Fee	 \$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Opening and Closing Infant Graves	 \$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	 \$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. After 4:00PM Monday thru Friday an Overtime charge	 \$250			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two <u>Lower</u> Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			

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Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art 1 Sec 12-26	Court			\$35		
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment-- Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		

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Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-4 (d) 1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 3	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			

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Part II Chapter 13 Art I Sec 13-4 (d) 4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 5	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic fire-extinguishing system fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of or modification to fire alarm and detection systems fee	\$35			
Part II Chapter 13 Art I Sec 13-4 (d) 10	Fire Prevention and Protection	Installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 11	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			

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Part II Chapter 13 Art I Sec 13-4 (d) 12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-9 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art I Sec 13-10 (a)	Fire Prevention and Protection	Installation Fee For a Woodburning (Solid Fuel) Stove	\$15			
Part II Chapter 13 Art II Sec 13-37 Sec 109.3 & Sec 111.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			

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Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		

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Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	\$25			

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CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		

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Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			

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Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
		Camping:				
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Daily Fee	\$8			
		Lot Rentals:				
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Annual Rental/Lease Fee Per Lake Lot	\$600			
		Lot Rentals:				
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Transfer Fee	\$1,000			
		Lot Rentals:				
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Early Cancellation of Lease Fee	\$1,000			
		Lot Rentals:				
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			
CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art 1 Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		

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Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for up to 30 Spaces	\$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		\$100		
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		\$100		
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		

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Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		

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Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-22 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-24 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-34 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		

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Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-36 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		

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Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		

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Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		

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Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		

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Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			

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Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$18.54			
		Large Polycart (95 gallon)	\$23.36			
		Additional Polycart (95 gallon)	\$11.79			
		Solid Waste Service Only	\$23.36			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000,
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage			\$5,000, \$10,000, \$5,000	
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						
CHAPTER 26 ARTICLE I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current			
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.94			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:				
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.99			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$36.25			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$16.26			
		Over 1,000	\$3.60			
		Sewer Rates: The charge for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$20.35			
		Over 1,000	\$3.50			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.41			
		Over 1,000	\$5.24			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		The rate for furnishing water for consumption outside the city limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$30.50			
		Over 1,000	\$5.24			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
		Removal, Plugging, Locking, and Resetting of City Water Meters:				
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance			\$5,000, \$10,000, \$5,000	
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Release of bonds and insurance on sale of well:				
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Flat Fee per well under 10 wells	\$50			
		Release of bonds and insurance on sale of well:				
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
		Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond				
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas				\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
		Annual Permit Fee:				
		<u>If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date</u>				
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas		\$150			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art V Sec 28-196 (2) (d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023

To: Board of City Commissioners

From: Andrea Weckmueller-Behringer, City Manager

Subject: Public hearing and consideration of an ordinance to detach the following described property from the City of Shawnee located within Pottawatomie County, State of Oklahoma, to-wit: Tract A beginning at the southwest corner (SW/C) of the NE/4) of said Section 20; Thence N89°38'02"E a distance of 991.85 feet; Thence N00°55'45"W a distance of 660.00 feet; Thence N89°38'00"E a distance of 1650.41 feet; Thence N00°44'54"W a distance of 100.00 feet; Thence S89°38'00"W a distance of 1366.00 feet; Thence N00°44'54"W a distance of 558.83 feet; Thence S89°41 '47"W a distance of 1271.74 feet; Thence S00°38'31"E a distance of 1320.19 feet to the Point of Beginning; and Tract B beginning at the southeast corner (SE/C) of said NE/4; Thence N00°44'54"W a distance of 760.00 feet to the Point of Beginning; Thence S89°38'00"W a distance of 1366.00 feet; Thence N00°44'54"W a distance of 558.83 feet; Thence N89°41 '47"E a distance of 619.02 feet; Thence S00°44'54"E a distance of 508.15 feet; Thence N89°38'00"E a distance of 696.98 feet; Thence N00°44'54"W a distance of 180.00 feet; Thence N89°38'00"E a distance of 50.00 feet; Thence S00°44'54"E a distance of 230.00 feet to the Point of Beginning and Tract C Beginning at the Southeast Comer (SE/C) of said NE/4; Thence N00°44'54"W a distance of 990.00 feet to the Point of Begnning; Thence S89°38'00"W a distance of 50.00 feet; Thence S00°44'54"E a distance of 180.00 feet; Thence S89°38'00"W a distance of 696.98 feet; Thence N00°44'54"W a distance of 508.15 feet; Thence N89°41 '47"E a distance of 746.99 feet; Thence S00°44'54"E a distance of 327.33 feet to the Point of Begnning. Applicant: George Martin Knox, Cerina Stiles, Louis H. Cox and Emily J. Cox

Background: On January 13, 2023, applicants submitted their Petition for Detachment ("Petition") to the City of Shawnee pursuant to 11 O.S. § 21-100, et seq. Staff has reviewed the Petition and accompanying documentation for sufficiency and makes the recommendations set forth herein.

Financial Impact: N/A

Attachments: Petition to Detach, Notice of Insufficiency, Notice of Public Hearing

Staff Recommendation:

11 O.S. § 21-110(A)(2) provides that "Territory may be detached from the corporate limits of a municipality by the governing body when . . . [a] petition requesting detachment, signed by at least three-fourths (3/4) of the registered voters and by the owners of at least three-fourths (3/4), in value, of the property to be detached, is filed with the governing body."

Thus, a petition for detachment must be signed (1) by at least 3/4 of the registered voters, **and** (2) by the owners of at least 3/4, in value, of the property to be detached. In regard to the Petition at issue, the first requirement is not satisfied. Accordingly, the Petition is insufficient under 11 O.S. § 21-110.

The Petition was signed by George Martin Knox, Cerina Stiles, Louis H. Cox, and Emily J. Cox, the apparent owners of three separate tracts of land. The Petition further alleges that it contains the signature of 3/4 of the owners, in value, of the property to be detached, and 3/4 of the registered voters *within the area to be detached*.

First, as stated in the petition, none of the signatories are registered to vote with the City of Shawnee. Second, the aforementioned requirement of 11 O.S. § 21-110(A)(2) is not satisfied merely by the signature of 3/4 of the voters within the area to be detached. Rather, read plainly, the statute requires 3/4 of the registered voters within the City of Shawnee. **Because the Petition lacks the signature of at least 3/4 of the registered voters of the City of Shawnee, it is insufficient under 11 O.S. § 21-110.**

RECEIVED

JAN 13 2023

CITY CLERK

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: City Clerk
16 W. 9th Street
Shawnee, OK 74801

COMES NOW, the undersigned and by their signatures hereto, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and allege as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-100.
2. The proposal is detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is at least three-fourths (3/4) of the registered voters within the area to be detached and at least three fourths (3/4) of the owners, in value, of the property to be detached.
4. The description of the territory to be detached is located entirely within Pottawatomie County, State of Oklahoma, to-wit:

Metes and bounds description of three adjoining tracts of land in the Northeast Quarter (NE/4) of Section Twenty (20), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Tract A

BEGINNING at the Southwest Corner (SW/C) of the NE/4 of said Section 20; THENCE N89°38'02"E a distance of 991.85 feet; THENCE N00°55'45"W a distance of 660.00 feet; THENCE N89°38'00"E a distance of 1650.41 feet; THENCE N00°44'54"W a distance of 100.00 feet; THENCE S89°38'00"W a distance of 1366.00 feet; THENCE N00°44'54"W a distance of 558.83 feet; THENCE S89°41'47"W a distance of 1271.74 feet; THENCE S°0038'31"E a distance of 1320.19 feet to the POINT OF BEGINNING,

AND

Petition for Detachment Page 1 of 3

Tract B

BEGINNING at the Southeast Corner (SE/C) of said NE/4; THENCE N00°44'54"W a distance of 760.00 feet to the POINT OF BEGINNING; THENCE S89°38'00"W a distance of 1366.00 feet; THENCE N00°44'54"W a distance of 558.83 feet; THENCE N89°41'47"E a distance of 619.02 feet; THENCE S00°44'54"E a distance of 508.15 feet; THENCE N89°38'00"E a distance of 696.98 feet; THENCE N00°44'54"W a distance of 180.00 feet; THENCE N89°38'00"E a distance of 50.00 feet; THENCE S00°44'54"E a distance of 230.00 feet to the POINT OF BEGINNING.

AND

Tract C

BEGINNING at the Southeast Corner (SE/C) of said NE/4; THENCE N00°44'54"W a distance of 990.00 feet to the POINT OF BEGINNING; THENCE S89°38'00"W a distance of 50.00 feet; THENCE S00°44'54"E a distance of 180.00 feet; THENCE S89°38'00"W a distance of 696.98 feet; THENCE N00°44'54"W a distance of 508.15 feet; THENCE N89°41'47"E a distance of 746.99 feet; THENCE S00°44'54"E a distance of 327.33 feet to the POINT OF BEGINNING.

("Proposed Detachment Area")

5. Upon information and belief, the number of registered voters in the Proposed Detachment Area is zero (0).
6. Upon information and belief, there are four (4) landowners that comprise 100% of the value of the Proposed Detachment Area and all have joined in this petition for detachment.
7. The reason for detachment is: subject to 11 O.S. § 21-103(D), the City of Shawnee has failed to provide municipality services to the Proposed Detachment Area within one hundred twenty (120) months of the date of annexation, April 19, 1962.
8. The persons signing this petition have signed as landowners.
9. The following person(s), or their agent are, designated as chief petitioner to receive copies of the notice of hearing and any other documents or filings related to this Petition:

Petition for Detachment Page 2 of 3

Cerina Stiles
c/o Craig N. Brackeen, Attorney at Law
102 E. Highland St.
Shawnee, OK 74801
craig@brackeenlaw.com

10. The Petitioners have given proper notice of the Presentation of this Petition in accordance with 11 O.S. 21-110(B) and 11 O.S. 21-105.

WHEREFORE, it is hereby requested by at least three-fourths (3/4) of the registered voters within the area to be detached and at least three fourths (3/4) of the owners, in value, of the property described herein be detached from the City of Shawnee.

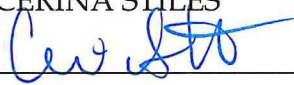
Dated this 12th day of January, 2023

PRINT NAME: GEORGE MARTIN KNOX

SIGNATURE: 

ADDRESS: 464 THOUSAND OAKS
CARTWRIGHT, OK 74731

PRINT NAME: CERINA STILES

SIGNATURE: 

ADDRESS: 8 CHECOTAH LANE
SHAWNEE, OK 74801

PRINT NAME: LOUIS H. COX

SIGNATURE: 

ADDRESS: 14943 SE 15TH STREET
CHOCTAW, OK 73020

PRINT NAME: EMILY J. COX

SIGNATURE: 

ADDRESS: 14943 SE 15TH STREET
CHOCTAW, OK 73020

Petition for Detachment Page 3 of 3

THE CITY OF SHAWNEE
NOTICE OF INSUFFICIENCY OF PETITION FOR DETACHMENT

On January 13, 2023, a Petition for Detachment of Municipal Territory from the City of Shawnee was filed with the City of Shawnee ("Petition") for the following property:

Metes and bounds description of three adjoining tracts of land in the Northeast Quarter (NE/4) of Section Twenty (20), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Tract A

BEGINNING at the Southwest Corner (SW/C) of the NE/4 of Said Section 20; THENCE N89°38'02"E a distance of 991.85 feet; THENCE N00°55'45"W a distance of 660.00 feet; THENCE N89°38'00"E a distance of 1650.41 feet; THENCE N00°44'54"W a distance of 100.00 feet; THENCE S89°38'00"W a distance of 1366.00 feet; THENCE N00°44'54"W a distance of 558.83 feet; THENCE S89°41'47"W a distance of 1271.74 feet; THENCE S°00'38'31"E a distance of 1320.19 feet to the POINT OF BEGINNING.

-AND-

Tract B:

BEGINNING at the Southeast Corner (SE/C) of said NE/4; THENCE N00°44'54"W a distance of 760.00 feet to the POINT OF BEGINNING; THENCE S89°38'00"W a distance of 1366.00 feet; THENCE N00°44'54"W a distance of 558.83 feet; THENCE N89°41'47"E a distance of 619.02 feet; THENCE S00°44'54"E a distance of 508.15 feet; THENCE N89°38'00"E a distance of 696.98 feet; Thence N00°44'54"W a distance of 180.00 feet; THENCE N89°38'00"E a distance of 50.00 feet; THENCE S00°44'54"E a distance of 230.00 feet to the POINT OF BEGINNING.

-AND-

Tract C:

BEGINNING at the Southeast Corner (SE/C) of said NE/4; THENCE N00°44'54"W a distance of 990.00 feet to the POINT OF BEGINNING; THENCE S89°38'00"W a distance of 50.00 feet; THENCE S00°44'54"E a distance of 180.00 feet; THENCE S89°38'00"W a distance of 696.98 feet; THENCE N00°44'54"W a

distance of 508.15 feet; THENCE N89°41'47"E a distance of 746.99 feet; THENCE S00°44'54"E a distance of 327.33 feet to the POINT OF BEGINNING.

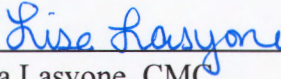
11 O.S. § 21-110(A)(2) provides that "Territory may be detached from the corporate limits of a municipality by the governing body when . . . [a] petition requesting detachment, signed by at least three-fourths (3/4) of the registered voters and by the owners of at least three-fourths (3/4), in value, of the property to be detached, is filed with the governing body."

Thus, a petition for detachment must be signed (1) by at least 3/4 of the registered voters, **and** (2) by the owners of at least 3/4, in value, of the property to be detached. In regard to the Petition at issue, the first requirement is not satisfied. Accordingly, the Petition is insufficient under 11 O.S. § 21-110.

The Petition was signed by George Martin Knox, Cerina Stiles, Louis H. Cox, and Emily J. Cox, the apparent owners of three separate tracts of land. The Petition further alleges that it contains the signature of 3/4 of the owners, in value, of the property to be detached, and 3/4 of the registered voters *within the area to be detached*.

First, as stated in the petition, none of the signators are registered to vote with the City of Shawnee. Second, the aforementioned requirement of 11 O.S. § 21-110(A)(2) is not satisfied merely by the signature of 3/4 of the voters within the area to be detached. Rather, read plainly, the statute requires 3/4 of the registered voters within the City of Shawnee. **Because the Petition lacks the signature of at least 3/4 of the registered voters of the City of Shawnee, it is insufficient under 11 O.S. § 21-110.**

Dated this 7th day of March, 2023.



Lisa Lasyone, CMC
City Clerk
City of Shawnee, Oklahoma

NOTICE TO THE GENERAL PUBLIC

NOTICE TO THE PUBLIC OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Shawnee, will conduct a public hearing on discussion, consideration and possible action regarding a proposal to approve the detachment petition filed by George Martin Knox, Cerina Stiles, Louis H. Cox and Emily J. Cox to detach the following described property from the City of Shawnee located within Pottawatomie County, State of Oklahoma, to-wit:

Tract A

BEGINNING at the Southwest Comer (SW/C) of the NE/4 of said Section 20; THENCE N89°38'02"E a distance of 991.85 feet; THENCE N00°55'45"W a distance of 660.00 feet; THENCE N89°38'00"E a distance of 1650.41 feet; THENCE N00°44'54"W a distance of 100.00 feet; THENCE S89°38'00"W a distance of 1366.00 feet; THENCE N00°44'54"W a distance of 558.83 feet; THENCE S89°41'47"W a distance of 1271.74 feet; THENCE S00°38'31"E a distance of 1320.19 feet to the POINT OF BEGINNING,

AND

Tract B

BEGINNING at the Southeast Comer (SE/C) of said NE/4; THENCE N00°44'54"W a distance of 760.00 feet to the POINT OF BEGINNING; THENCE S89°38'00"W a distance of 1366.00 feet; THENCE N00°44'54"W a distance of 558.83 feet; THENCE N89°41'47"E a distance of 619.02 feet; THENCE S00°44'54"E a distance of 508.15 feet; THENCE N89°38'00"E a distance of 696.98 feet; THENCE N00°44'54"W a distance of 180.00 feet; THENCE N89°38'00"E a distance of 50.00 feet; THENCE S00°44'54"E a distance of 230.00 feet to the POINT OF BEGINNING.

AND

Tract C

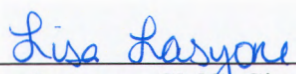
BEGINNING at the Southeast Comer (SE/C) of said NE/4; THENCE N00°44'54"W a distance of 990.00 feet to the POINT OF BEGINNING; THENCE S89°38'00"W a distance of 50.00 feet; THENCE S00°44'54"E a distance of 180.00 feet; THENCE S89°38'00"W a distance of 696.98 feet; THENCE N00°44'54"W a distance of 508.15 feet; THENCE N89°41'47"E a distance of 746.99 feet; THENCE S00°44'54"E a distance of 327.33 feet to the POINT OF BEGINNING.

The public hearing will be held in the City Commission Chambers in City Hall, 16 West 9th Street, Shawnee, Oklahoma. The meeting time is as follows:

March 20, 2023 at 6:00 P.M.

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the detachment request as outlined above.

Witness my hand this 7th day of March, 2023.



Lisa Lasyone, CMC, City Clerk



Community Development Department

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of an ordinance to rezone property located at 1320 North Harrison Avenue from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District). Case No. RZ04-23, Applicant: Nathan Ferguson.

Background: Due to an error in the legal notification, this item should be remanded to the Planning Commission. Proper notice of a public hearing should be given, and the Planning Commission should hear the application again.

Financial Impact: N/A

Attachments:

Staff Recommendation: Remand to the Planning Commission. Direct staff to give proper notice for the application to be heard by the Planning Commission.



Community Development Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of an ordinance to rezone property located at 731 North Kickapoo Avenue from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District). Case No. RZ03-23, Applicant: Hayden Stanfield.

Background: The subject property is located at 731 N. Kickapoo Avenue. The request is to rezone the property from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District). The land is undeveloped. The property adjacent to the north is zoned C-1 (Neighborhood Commercial District). Properties to the east, south, and west are zoned R-3 (Multifamily Residential District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Mixed Use. The Comprehensive Plan defines Mixed Use as areas for economic performance and opportunities for social interaction by locating diverse and complementary uses in close proximity. Suggested uses are higher-density housing, major commercial, office, and service uses. Neighborhood Commercial District (C-1) is a recommended zoning district in the Mixed Use land designation in the Comprehensive Plan.

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district, C-1 (Neighborhood Commercial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- The proposed commercial development would be located along an arterial street.
- The proper notification for a public hearing was served.

Options:

- Approval of Case No. RZ03-23 to rezone the subject property from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District) as requested.
- Denial of the application for RZ03-23 to rezone the subject property.
- Deferral of Case No. RZ03-23 to a certain date with a request for additional and specific information.

The Planning Commission recommended approval of Case No. RZ03-23 to rezone the subject property

from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District) at its regular March 1, 2023, meeting on a 5-0 vote.

Financial Impact: N/A

Attachments: Staff Report, Application, Notice, Record of Action, RZ03-23 DRAFT Ordinance

Staff Recommendation: Approval of Case No. RZ03-23 to rezone the subject property from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District), based upon the factors outlined in the staff report and the recommendation of the Planning Commission



Planning Commission Meeting – 3.1.2023 – City of Shawnee, Oklahoma

Staff Report | RZ03-23 | R-3 to C-1 | 731 N. Kickapoo Ave.

Date: 2.15.2023

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District) for property located at 731 N. Kickapoo Avenue.
Case No. **RZ03-23** | Applicant: Hayden Stanfield

Background

The subject property is located at 731 N. Kickapoo Avenue. The request is to rezone the property from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District). The land is undeveloped.

Discussion

The subject property is zoned R-3 (Multifamily Residential District). The property adjacent to the north is zoned C-1 (Neighborhood Commercial District). Properties to the east, south, and west are zoned R-3 (Multifamily Residential District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Mixed Use. The Comprehensive Plan defines Mixed Use as areas for economic performance and opportunities for social interaction by locating diverse and complementary uses in close proximity. Suggested uses are higher-density housing, major commercial, office, and service uses. Neighborhood Commercial District (C-1) is a recommended zoning district in the Mixed Use land designation in the Comprehensive Plan.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of a public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district, C-1 (Neighborhood Commercial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- The proposed commercial development would be located along an arterial street.
- The proper notification for a public hearing was served.

Recommendation Options:

- Recommending Approval of Case No. RZ03-23 to rezone the subject property from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District) as requested by the applicant.
- Recommending Denial of the application for RZ03-23 to rezone the subject property.
- Recommending Deferral Case No. RZ03-23 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ03-23** to rezone the subject property from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District).

This rezoning application will be heard at the City Commission meeting on Monday, March 20, 2023, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only	
Case Number:	<u>RZ03-22</u>
Project Number:	
Date Filed:	<u>1/23/2023</u>
<u>[Signature]</u> Planning Commission Secretary	

REQUEST:

☒ Rezoning
 ☐ Rezoning w/Conditional Use Permit
☐ Conditional Use Permit
 ☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-3 District to C-1 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 731 N. Kickapoo St, Shawnee OK 74801

LEGAL DESCRIPTION: ESTES ORCHARD BLK 3 LOTS 358 36 LESS NE/C OF LOT 36
520' W 15' N 20' E 15' POB

PROPERTY OWNER (S): Wilma Schelling

PROPERTY AGENT (APPLICANT): Hayden Stanfield

APPLICANT'S ADDRESS: 3 Robin Rd

CITY: Shawnee **STATE:** OK **ZIP:** 74804

EMAIL ADDRESS: stanfieldplumbingok@gmail.com

TELEPHONE NUMBER: (405) 915-3772 **CONTACT NUMBER:** (-) Same

DIMENSIONS OF PROPERTY: AREA: 7,000 sqf WIDTH: 50 feet LENGTH: 140 feet FRONTAGE: (Measurements less OF NE/C OF LOT 36 520' W 15' N 20' E 15' POB)

CURRENT ZONING: R3

CURRENT USE: Vacant Lot

PROPOSED ZONING: C1

PROPOSED USE:

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

[Signature]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

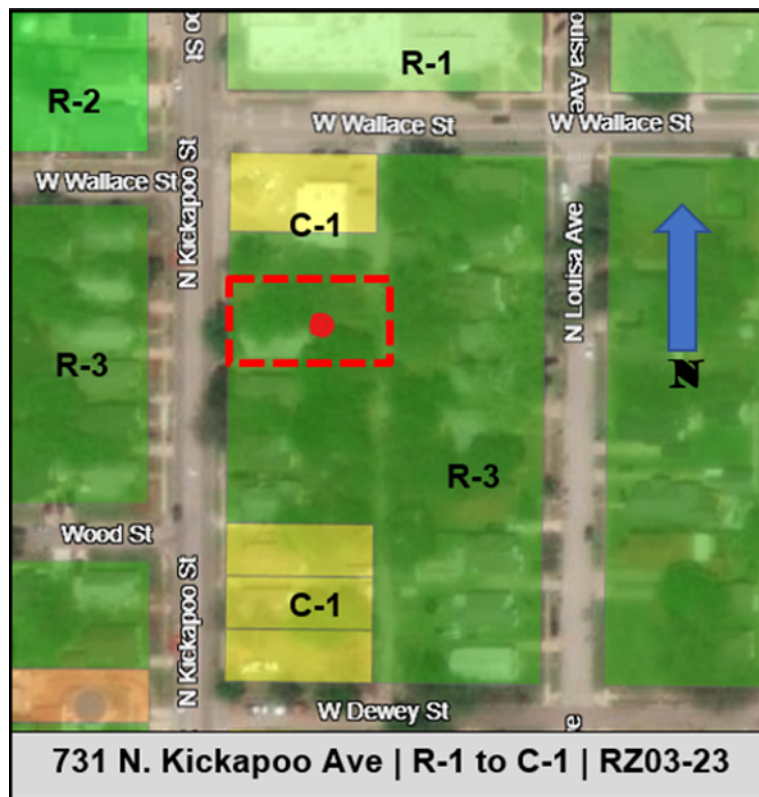
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

Publish February 3, 2023
NOTICE OF PUBLIC HEARING
Rezoning Request (RZ03-23)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on March 1, 2023, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on March 20, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ03-23**) to rezone from R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District) on a parcel located at 731 N. Kickapoo Ave and described as:

Lots Thirty-five (35) and Thirty-six (36), Block Three (3), ESTES ORCHARD ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. LESS AND EXCEPT a tract of land beginning at the Northeast corner of Lot 36; thence South 20 feet; thence West 15 feet; thence North 20 feet; thence East 15 feet to the point of beginning.

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



RECORD OF ACTION

DATE: March 10, 2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ03-23 **REQUEST:** Rezoning from R-3 (Multifamily Residential District)
to C-1 (Neighborhood Commercial District)

Applicant: Hayden Stanfield

Subject Property Address: 731 N. Kickapoo Avenue

Legal Description: see attached

Current Zoning: R-3 **Requested Zoning:** C-1

Staff Recommendation: Approval of RZ03-23

=====

Planning Commission Meeting Date: March 1, 2023

PC Recommendation: Recommended approval of RZ03-23

Conditions: none

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER	Rec Approval		X			
JOHNSON		X	X			
REESE (CHAIR)			-			
MEW-PALMER			X			
BARRETT			X			
ROWELL			-			

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS THIRTY-FIVE (35) AND THIRTY-SIX (36), BLOCK THREE (3), ESTES ORCHARD ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LESS AND EXCEPT A TRACT OF LAND BEGINNING AT THE NORTHEAST CORNER OF LOT 36; THENCE SOUTH 20 FEET; THENCE WEST 15 FEET; THENCE NORTH 20 FEET; THENCE EAST 15 FEET TO THE POINT OF BEGINNING.

FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 20th day of March, 2023, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-3 (Multifamily Residential District) to C-1 (Neighborhood Commercial District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-1 (Neighborhood Commercial District).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOTS THIRTY-FIVE (35) AND THIRTY-SIX (36), BLOCK THREE (3), ESTES ORCHARD ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LESS AND EXCEPT A TRACT OF LAND BEGINNING AT THE NORTHEAST CORNER OF LOT 36; THENCE SOUTH 20 FEET; THENCE WEST 15 FEET; THENCE NORTH 20 FEET; THENCE EAST 15 FEET TO THE POINT OF BEGINNING.

FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2023.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2023.

JOSEPH M. VORNDRAN,
CITY ATTORNEY



Community Development Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of an ordinance to rezone property located at 602 North Harrison Avenue from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District). Case No. RZ05-23, Applicant: Joel Villalobos.

Background: The subject property is zoned C-1 (Neighborhood Commercial District). The properties adjacent to the north and the east are zoned C-3 (Automotive Commercial District). The land to the south and west is zoned C-1 (Neighborhood Commercial District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Mixed Use. The Comprehensive Plan defines Mixed Use as areas for economic performance and opportunities for social interaction by locating diverse and complementary uses in close proximity. Suggested uses are higher-density housing, major commercial, office, and service uses.

According to the Land Use Compatibility Scale of the Comprehensive Plan, Low-density Commercial, such as uses associated with C-1, has a ranking of three (3). However, the scale ranks Heavy-density Commercial, such as uses associated with C-3, as a five (5), a more appropriate zoning district.

Findings and Facts:

- The subject property is adjacent to the proposed zoning district C-3 (Automotive Commercial District).
- The request, if approved, increases the conformance with the Comprehensive Plan.
- The proper notification for a public hearing was served.
- The subject property is located along an arterial street.

Options:

- Approval of Case No. RZ05-23 to rezone the subject property from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District) as requested by the applicant.
- Denial of the application for RZ05-23 to rezone the subject property.
- Deferral of Case No. RZ05-23 to a certain date with a request for additional and specific information.

The Planning Commission recommended approval of Case No. RZ05-23 to rezone the subject property

from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District) at its regular March 1, 2023, meeting on a 5-0 vote.

Financial Impact: N/A

Attachments: Staff Report, Application, Notice, Record of Action, RZ05-24 DRAFT Ordinance

Staff Recommendation: Approval of Case No. RZ05-23 to rezone the subject property from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District) based upon the factors outlined in the staff report and the recommendation of the Planning Commission



Planning Commission Meeting – 3.1.2023 – City of Shawnee, Oklahoma

Staff Report | RZ05-23 | C-1 to C-3 | 602 N. Harrison Ave.

Date: 2.15.2023

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District) for property located at 602 N. Harrison Avenue.
Case No. **RZ05-23** | Applicant: Joel Villalobos

Background

The subject property is located at 602 N Harrison Avenue. The request is to rezone the property from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District).

Discussion

The subject property is zoned C-1 (Neighborhood Commercial District). The properties adjacent to the north and the east are zoned C-3 (Automotive Commercial District). The land to the south and west is zoned C-1 (Neighborhood Commercial District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Mixed Use. The Comprehensive Plan defines Mixed Use as areas for economic performance and opportunities for social interaction by locating diverse and complementary uses in close proximity. Suggested uses are higher-density housing, major commercial, office, and service uses.

According to the Land Use Compatibility Scale of the Comp Plan, Low-density Commercial, such as uses associated with C-1, has a ranking of three (3). However, the scale ranks Heavy-density Commercial, such as uses associated with C-3, as a five (5), a more appropriate zoning district.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of a public

hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is adjacent to the proposed zoning district C-3 (Automotive Commercial District).
- The request, if approved, increases the conformance with the Comprehensive Plan.
- The proper notification for a public hearing was served.
- The subject property is located along an arterial street.
-

Recommendation Options:

- Recommending Approval of Case No. RZ05-23 to rezone the subject property from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District) as requested by the applicant.
- Recommending Denial of the application for RZ05-23 to rezone the subject property.
- Recommending Deferral Case No. RZ05-23 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ05-23** to rezone the subject property from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District).

This rezoning application will be heard at the City Commission meeting on Monday, March 20, 2023, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only

Case Number: RZ05-23

Project Number: _____

Date Filed: 2/3/23

RC
Planning Commission Secretary

REQUEST:

☒ Rezoning

☐ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit

☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from C1 District to C3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 602 N. HARRISON, SHAWNEE OK 74801

LEGAL DESCRIPTION:

PROPERTY OWNER (S): Lobo's Car Wash & Detail & Tire Shop Inc

PROPERTY AGENT (APPLICANT): JOEL VILLALOBOS

APPLICANT'S ADDRESS: 514 N. HARRISON SHAWNEE OK 74801

CITY: SHAWNEE

STATE: OK

ZIP: 74801

EMAIL ADDRESS: Lobostw@att.net

TELEPHONE NUMBER: (405) 274-2525

CONTACT NUMBER: (405) 273-4758

DIMENSIONS OF PROPERTY:

AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: C1

CURRENT USE: _____

PROPOSED ZONING: C3

PROPOSED USE: _____

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

JOEL VILLALOBOS
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____

DATE: _____

CITY COMMISSION ACTION: _____

DATE: _____

PLACE ON ZONING MAP: _____

ORDINANCE NO.: _____

Publish February 3, 2023
NOTICE OF PUBLIC HEARING
Rezoning Request (RZ05-23)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on March 1, 2023, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on March 20, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ05-23**) to rezone from C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District) on a parcel located at 602 N. Harrison Ave. and described as:

The East 65 feet of the South half of Block Thirteen (13), and the South Half of Block Twenty (20), all in RICHARD AND MARY'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT a tract 15 feet by 20 feet in the Northwest corner of said tract described as beginning at a point 45 feet West of the Northeast corner of the S/2 of Block 13; thence West 20 feet; thence South 15 feet; thence East 20 feet; thence North 15 feet to the point of beginning.

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



RECORD OF ACTION

DATE: March 10, 2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ05-23 **REQUEST:** Rezoning from C-1 (Neighborhood Commercial District)
to C-3 (Automotive Commercial District)

Applicant: Joel Villalobos

Subject Property Address: 602 N. Harrison Avenue

Legal Description: see attached

Current Zoning: C-1 **Requested Zoning:** C-3

Staff Recommendation: Approval of RZ05-23

=====

Planning Commission Meeting Date: March 1, 2023

PC Recommendation: Recommended approval of RZ05-23

Conditions: none

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER			X			
JOHNSON	Rec Approval		X			
REESE (CHAIR)			-			
MEW-PALMER		X	X			
BARRETT			X			
ROWELL			-			

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE EAST 65 FEET OF THE SOUTH HALF OF BLOCK THIRTEEN (13), AND THE SOUTH HALF OF BLOCK TWENTY (20), ALL IN RICHARD AND MARY'S ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, LESS AND EXCEPT A TRACT 15 FEET BY 20 FEET IN THE NORTHWEST CORNER OF SAID TRACT DESCRIBED AS BEGINNING AT A POINT 45 FEET WEST OF THE NORTHEAST CORNER OF THE S/2 OF BLOCK 13; THENCE WEST 20 FEET; THENCE SOUTH 15 FEET; THENCE EAST 20 FEET; THENCE NORTH 15 FEET TO THE POINT OF BEGINNING.

FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 20th day of March, 2023, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Neighborhood Commercial District) to C-3 (Automotive Commercial District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Automotive Commercial District).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: THE EAST 65 FEET OF THE SOUTH HALF OF BLOCK THIRTEEN (13), AND THE SOUTH HALF OF BLOCK TWENTY (20), ALL IN RICHARD AND MARY'S ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, LESS AND EXCEPT A TRACT 15 FEET BY 20 FEET IN THE NORTHWEST CORNER OF SAID TRACT DESCRIBED AS BEGINNING AT A POINT 45 FEET WEST OF THE NORTHEAST CORNER OF THE S/2 OF BLOCK 13; THENCE WEST 20 FEET; THENCE SOUTH 15 FEET; THENCE EAST 20 FEET; THENCE NORTH 15 FEET TO THE POINT OF BEGINNING.

FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2023.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2023.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

DRAFT



Community Development Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a Final Plat for Heritage Plains, Phase 1, on approximately 24.9 acres, located north of Westech Road on the west side of North Kickapoo Avenue. Case No. FPL02-23, Applicant: John Woods.

Background: The subject property is located on approximately 24.9 acres north of Westech Rd on the west side of N. Kickapoo Avenue. The proposed development has seventy-four (74) lots and is the first phase of the Heritage Plains subdivision. The property is zoned R-1 (Single-Family Residential District).

Findings and Facts:

- Community Development staff determined the Final Plat is in conformance with the Subdivision Regulations
- The Engineering Department requires changing Drummond Road to Drummond Avenue to avoid duplicating street names within City limits.
- The Fire Marshal noted the southern end of Heritage Trails Drive exceeds the 150' allowance to a dead end and requires some form of a turnaround for fire apparatus.

Options:

- Approval of Case No. FPL02-23, for the Final Plat, Heritage Plains, Phase 1, as requested by the applicant.
- Denial of the application for Final Plat, Heritage Plains, Phase 1, Case No. FPL02-23.
- Deferral of the Final Plat, Heritage Plains, Phase 1, application of Case No. FPL02-23, to a certain date with a request for additional and specific information.
- Conditional Approval of Case No. FPL02-23, for the Final Plat, Heritage Plains, Phase 1, based upon the completion of changes required by staff.

The Planning Commission recommended conditional approval, based upon the completion of changes required by staff, of the application FPL02-23 at its regular March 1, 2023, meeting on a 5-0 vote.

Financial Impact: N/A

Attachments: Staff Report, Application, iWorQ comments, Record of Action

Staff Recommendation: Conditional Approval of Case No. FPL02-23 for the Final Plat of Heritage

Plains, Phase I subdivision, based upon the completion of changes required by staff, the factors outlined in the staff report, and the recommendation of the Planning Commission



Planning Commission Meeting – 3.1.2023 – City of Shawnee, Oklahoma

Final Plat Application – FPL02-23 – Heritage Plains, Phase 1

=====

To: Shawnee Planning Commission
From: Rachel Clyne, City Planner
Date: February 16, 2023
Subject: **Staff Report** – Consideration of a request for a Final Plat, Heritage Plains, Phase 1, on approximately 24.9 acres located north of Westech Rd on the west side of N. Kickapoo Ave. Case No. **FPL02-23** | Applicant: John Woods

=====

Background: The subject property is located on approximately 24.9 acres located north of Westech Rd on the west side of N. Kickapoo Avenue. The proposed development has seventy-four (74) lots and is the first phase of the subdivision, Heritage Plains. The property is zoned R-1 (Single-Family Residential District).

Discussion: Findings and Facts:

- Community Development staff determined the Final Plat is in conformance with the Subdivision Regulations
- The Engineering Department requires changing Drummond Road to Drummond Avenue to avoid duplicating street names within city limits.
- The Fire Marshal noted the southern end of Heritage Trails Drive exceeds the 150' allowance to a dead end and requires some form of a turnaround for fire apparatus.

Staff Recommendation Options

- Recommending Approval of Case No. FPL02-23, for the Final Plat, Heritage Plains, Phase 1, as requested by the applicant.
- Recommending Denial of the application for Final Plat, Heritage Plains, Phase 1, Case No. FPL02-23
- Recommending Deferral of the Final Plat, Heritage Plains, Phase 1, application of Case No. FPL02-23 with a request for additional and specific information to a certain date.
- Recommending Conditional Approval of Case No. FPL02-23, for the Final Plat, Heritage Plains, Phase 1, based upon the completion of changes required by staff.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **CONDITIONAL APPROVAL** of **FPL02-23** for the Final Plat, Heritage Plains, Phase 1 subdivision based upon the completion of changes required by staff.

This application will be heard at the City Commission meeting on Monday, March 20, 2023, at 6:00 p.m. in the City Hall Commission Chambers.



FINAL PLAT APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-
1587 www.ShawneeOK.org

For Office Use Only

Case Number: FPL 02-23

Project Number: _____

Date Filed: 2/1/23

Amount Paid: \$ 349.00

Receipt No.: _____

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT JOHN WOODS, J.C. WOODS INVESTMENTS, LLC

APPLICANT ADDRESS 17501 S. SANTE FE, OKLAHOMA CITY, OK 73170

APPLICANT PHONE NUMBERS (405)-650-8262

EMAIL ADDRESS JCWOODS@WOODSLAND.NET

NAME OF PLAT HERITAGE PLAINS ADDITION

LOCATION N/2 OF THE SE/4 OF SEC 25, T11N, R3E, I.M., POTTAWATOMIE COUNTY, SHAWNEE, OK

NUMBER OF ACRES 24.9

NUMBER OF LOTS 74

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 50

PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS 24

TOTAL COST: 100.00

FOR LESS THAN 2 ACRE LOTS:

FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 50

PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS 24

TOTAL COST: \$ 349.00

OWNER/DEVELOPER INFORMATION:

NAME DEVELOPER: JOHN WOODS, J.C. WOODS INVESTMENTS, LLC

ADDRESS 17501 S. SANTE FE, OKLAHOMA CITY, OK 73170

CONTACT NUMBERS (405)-650-8262

EMAIL ADDRESS JCWOODS@WOODSLAND.NET

PROJECT ENGINEER INFORMATION:

NAME SCOTT E. HOLTZEN, P.E., HOLTZEN ENGINEERING GROUP, P.C.

ADDRESS 302 N. INDEPENDENCE ST., STE. 1100, ENID, OK 73701

CONTACT NUMBERS (580)-233-8533

EMAIL ADDRESS SEH@HOLTZENENGINEERING.COM

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING



Building & Engineering Department
222 N Broadway
Shawnee, OK 74801
405.878.1666
cosinspecitons@shawneeok.org

16 February 2023

J.C. Woods Investments, LLC
17501 S Santa Fe
Oklahoma City, OK 73170

Re: Heritage Plains Addition – Final Plat

Dear Customer Name:

Please find below the staff comments on the above referenced project. Please make the following corrections and/or additions to all sets of plans and provide a written explanation to all the comments before resubmitting for review and approval.

ENGINEERING

SETH BARKHIMER

405-878-1506

1. Please see attached red lined plans

FIRE

JAMES KRIWANЕК

405-878-1676

2. The southern end of Heritage Trails Drive exceeds the 150' allowance to a dead end. Thus, requiring some form of turnaround for fire apparatus. 503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.

GIS

ZACH DAVIS

405-878-1646

3. PLEASE REVIEW STREET NAMES - "Drummond Rd" already exists inside city limits. Please change "Drummond Ave" to a different name.

If you have any questions, please contact our office at 405.878.1666.

Sincerely,

Sandi Rehagen,
Certified Permit Technician

RECORD OF ACTION

DATE: March 10, 2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: FPL02-23 **REQUEST:** Consideration of Final Plat for Heritage Plains,
Phase 1 subdivision

Applicant: John Woods

Subject Property Address: North of Westech and west of N. Kickapoo

Legal Description: see attached

Current Zoning: R-1 **Requested Zoning:** --

Staff Recommendation: Approval with conditions as requested by staff.

=====

Planning Commission Meeting Date: March 1, 2023

PC Recommendation: Recommended approval with conditions as requested by staff.

Conditions: see attached iWorQ document with staff comments

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER	Rec Approval w/Conditions		X			
JOHNSON			X			
REESE (CHAIR)			-			
MEW-PALMER			X			
BARRETT		X				
ROWELL			-			



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Water System Improvements in Thompson Heights Addition.

Background: On September 9, 2022, Engineering and Public Works briefed the City Commission on multiple projects for which American Rescue Plan Act (ARPA) Funding would be used.

This new task order includes the removal and replacement of existing water mains within the Thompson Heights Addition. A visual of the project scope is attached to the task order. This project has been outlined as a high priority, and was included in the State ARPA application list.

Cowan Group Engineering, LLC has been selected for this design, and their task order is for \$155,400. The project scope includes:

- Survey
- Preliminary and Final Design
- Bidding
- Limited Construction Administration

Staff has reviewed the task order agreement and recommends approval.

Financial Impact: \$155,400; funded from Capital Outlay-Buildings and Improvements, 304-5-1040-542000

Attachments: Task Order

Staff Recommendation: Approval of the item

TASK ORDER FORM

Task Order

In accordance with the Proposal Agreement between Owner and Consultant for Professional Services, dated _____, 2023 ("Agreement"), Owner and Consultant agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Shawnee/Shawnee Municipal Authority
- c. Consultant: Cowan Group Engineering, LLC
- d. Specific Project (title): Thompson Heights Waterline Improvements
- e. Specific Project (description): The basic scope of services includes the topographic survey, boundary retracement, and engineering planning and design for a new waterline to replace aging waterlines. The project includes approximately 5,700 LF of 8- inch waterline replacements. The conceptual plan of the project is defined in Attachment "A" and the preliminary engineering construction cost estimate is in Attachment "B".

2. Services of Consultant

- A. The specific services to be provided or furnished by Consultant under this Task Order are:

Phase 1 – Land Survey

- Retrace property boundaries
- Call OKIE locates and survey located features
- Land survey to verify horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system. Provide primary and secondary project control based on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates South Zone.
- Field topographic land survey for surface features including: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, etc. Locate above-ground natural and man-made features, including fences, and drainage structures. Existing underground utilities will be shown based upon available records and Call-Okie locates.
- Provide a grid of ground points along with break lines will be collected for the purpose of creating a digital terrain model (DTM) and provide contours at 1-foot intervals from the DTM data.
- Set and identify four (4) benchmarks relative to NAVD 88 for vertical control
- Contact and locate each privately-owned Utility.
- Coordinate underground piping locations and provide a detailed drawing for each pipe to include, but not limited to, depth, size, type, surveyed location of findings.

Phase 2 – Preliminary Design

- Incorporate approved conceptual alignment into preliminary construction drawings
- Prepare preliminary waterline design
- Coordinate existing utilities and applicable extensions
- Prepare contract documents and specifications
- Prepare preliminary cost estimate
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format
- Prepare and deliver construction drawings to utility companies. Coordinate with the City and utility companies. Attend one (1) utility conference meeting to review preliminary construction drawings and coordinate schedules
- Attend one (1) review meeting with Owner and Stakeholders

Phase 3 – Final Design

- Incorporate comments into final construction drawings
- Construction drawings shall include, but not limited to the final construction drawing sheets:
 - Cover Sheet
 - Pay Quantities and Notes
 - Survey Data
 - Plan and Profiles
 - Standard Details
 - Special Details
 - Erosion Control
- Prepare contract documents and specifications for one (1) base bid
- Prepare final construction cost estimate
- Prepare engineering report per Oklahoma Department of Environmental Quality (ODEQ)
- Prepare and submit ODEQ permits and applications
- Coordinate utility services and extensions
- Prepare individual legal descriptions and exhibits for temporary and permanent easements for required parcels (\$750 per parcel)
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
- Attend one (1) review meeting with Owner and Stakeholders

Phase 4 – Bidding

- Finalize the construction drawings and contract documents into one (1) bid package
- Coordinate bid advertisement
- Attend pre-bid meeting (as required)
- Prepare addendums (as required)
- Prepare bid tabulations and review with Owner and make recommendation
- Assist in preparation agreement with selected Contractor for Owner/Contractor execution
- Issue notice to proceed to Contractor with Owner approval

Phase 5 – Construction Administration

- Attend pre-work meeting
- Review and approval of submittals
- Address request for information from Contractor
- Review, process and approve pay applications for Owner approval
- Prepare record drawings
- Participate in bi-weekly meetings. (80 Hours Maximum)
- Conduct one (1) final inspection, acceptance, and report

- B. All of the services included above comprise Basic Services for purposes of Consultant's compensation under this Task Order.

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- **Plan Revisions**
 - Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services. Agency plan review comments are not included as part of minor revisions to plan documents.
- Water or wastewater modeling
- Phase I environmental study and clearance
- Right of way or easement acquisitions or staking
- Permit fees for City, County or State
- Daily Construction Resident Engineer or Inspection
- Construction staking

3. Task Order Schedule

In addition to any schedule provisions provided, the parties shall meet the following schedule:

- Notice to Proceed – March 15, 2023
- Land Survey (30 days) – April 14, 2023
- Preliminary Design (90 days) – June 16, 2023
- Final Design (30 days) – July 14, 2023

4. Payments to Consultant

- A. Owner shall pay Consultant for services rendered under this Task Order as follows:

Task Order Fee Structure

Phase	SCOPE OR SERVICE DESCRIPTION	FEE
1	Land Survey	24,450
2	Preliminary Design	58,000
3	Final Design	38,200
4	Bidding	9,750
5	Construction Administration	25,000
Total:		\$155,400

Compensation

For Basic Services performed under this specific Task Order Number Two, the Owner shall pay the Consultant a lump sum amount of **\$155,400**, including reimbursable expenses.

- B. The terms of payment are set forth in the Proposal Agreement.

The Effective Date of this Task Order is _____.

OWNER:

CONSULTANT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT "A"



Thompson Heights
Addition

 Scope of Work



ATTACHMENT "B"



COWAN GROUP ENGINEERING
7100 N CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F



PROJECT NAME THOMPSON HEIGHTS
DESCRIPTION WATERLINE IMPROVEMENTS
LOCATION SHAWNEE, OKLAHOMA
PHASE CONCEPTUAL ESTIMATE
DATE 2/8/2023

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
BASE BID					
1	MOBILIZATION	1	LSUM	\$ 125,000.00	\$ 125,000.00
2	8" HDPE PIPE DR-14 BY (HDD)	5,685	LF	\$ 175.00	\$ 994,875.00
3	SERVICE LINE SHORT	77	EA	\$ 2,500.00	\$ 192,500.00
4	SERVICE LINE LONG	77	EA	\$ 5,000.00	\$ 385,000.00
5	HDPE WALL ANCHOR	16	EA	\$ 500.00	\$ 8,000.00
6	FIRE HYDRANT ASSEMBLY (COMPLETE)	7	EA	\$ 8,000.00	\$ 56,000.00
7	MECHANICAL JOINT FITTINGS	4,685	LB	\$ 7.50	\$ 35,136.00
8	12"X8" TAPPING SLEEVE & VALVE W/ BOX	1	EA	\$ 9,000.00	\$ 9,000.00
9	8" GATE VALVE & BOX	6	EA	\$ 2,500.00	\$ 15,000.00
10	6" GATE VALVE & BOX	7	EA	\$ 1,500.00	\$ 10,500.00
11	REMOVE & REPLACE ASPHALT PAVEMENT	200	SY	\$ 110.00	\$ 22,000.00
12	REMOVE & REPLACE CONCRETE PAVEMENT	30	SY	\$ 150.00	\$ 4,500.00
13	REMOVE & REPLACE CONCRETE DRIVE	140	SY	\$ 65.00	\$ 9,100.00
14	SOLID SLAB SOD	37	SY	\$ 5.00	\$ 185.00
15	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 25,000.00	\$ 25,000.00
16	DISINFECTION AND TESTING	1	LSUM	\$ 15,000.00	\$ 15,000.00
17	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 20,000.00	\$ 20,000.00
BASE BID TOTAL					\$ 1,926,796.00
CONTINGENCY (20%)					\$ 385,360.00
CONSTRUCTION TOTAL					\$ 2,312,156.00



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Sewer System Improvements.

Background: On September 9, 2022, Engineering and Public Works briefed the City Commission on multiple projects for which American Rescue Plan Act (ARPA) Funding would be used.

This new task order includes pipe bursting and replacement of existing sewer mains. A visual of the project scope is attached to the task order. This project has been outlined as a high priority, and was included in the State ARPA application list.

Cowan Group Engineering, LLC has been selected for this design, and their task order is for \$43,000. The project scope includes:

- Survey
- Final Design
- Bidding
- Limited Construction Administration

Staff has reviewed the task order agreement and recommends approval.

Financial Impact: \$43,000; funded from Capital Outlay-Buildings and Improvements, 304-5-1040-542000

Attachments: Task Order

Staff Recommendation: Approval of the item

TASK ORDER FORM

Task Order

In accordance with the Proposal Agreement between Owner and Consultant for Professional Services, dated _____, 2023 ("Agreement"), Owner and Consultant agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Shawnee/Shawnee Municipal Authority
- c. Consultant: Cowan Group Engineering, LLC
- d. Specific Project (title): Sanitary Sewer Pipe Bursting
- e. Specific Project (description): The basic scope of services includes planning, topographic survey, and engineering design for pipe bursting 7,000 linear feet (thirteen (13) locations) of sanitary sewer line and 16 manhole replacements. The conceptual plan of the project is defined in Attachment "A" and the preliminary engineering construction cost estimate is in Attachment "B".

2. Services of Consultant

- A. The specific services to be provided or furnished by Consultant under this Task Order are:

Phase 1 – Land Survey

- Coordinate kick-off review meeting with Owner
- Gather information from the City for existing and proposed developments in the area
- Survey, location, elevation, verification, coordination, and mapping of manholes and sanitary sewer collection lines.
- Field land survey shall be according to Oklahoma State Plane coordinate system.
- Set and identify benchmarks relative to NAVD 88 for vertical control
- Attend one (1) review meeting with Owner (as required)

Phase 2 – Final Design

- Scope to include design of up to 7,000 linear feet of sewer line pipe bursting and 16 manhole replacements
- Incorporate comments and prepare Final Construction Drawings
- Construction drawings shall include, but not limited to the final construction drawing sheets:
 - Cover Sheet
 - Pay Quantities and Notes
 - Survey Data
 - Summary Sheets
 - Plans and Profiles
 - Standard Details
 - Special Details
 - Erosion Control

- Prepare final construction cost estimate
- Prepare engineering report form per ODEQ and submit ODEQ permits and applications
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format
- Attend one (1) review meeting with Owner

Phase 3 – Bidding and Construction Administration

- Attend pre-work meeting
- Review and approval of submittals
- Address request for information from Contractor
- Review, process and approve pay applications for Owner approval
- Prepare record drawings
- Participate in bi-weekly meetings. (40 Hours Maximum)
- Conduct one (1) final inspection, acceptance, and report

B. All of the services included above comprise Basic Services for purposes of Consultant's compensation under this Task Order.

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- **Plan Revisions**
 - **Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services. Agency plan review comments are not included as part of minor revisions to plan documents.**
- **Water or wastewater modeling**
- **Phase I environmental study and clearance**
- **Right of way or easement acquisitions or staking**
- **Permit fees for City, County or State**
- **Daily Construction Resident Engineer or Inspection**
- **Construction staking**

3. Task Order Schedule

In addition to any schedule provisions provided, the parties shall meet the following schedule:

- Notice to Proceed – March 15, 2023
- Land Survey (30 days) – April 14, 2023
- Final Design (60 days) – June 14, 2023

4. Payments to Consultant

- A. Owner shall pay Consultant for services rendered under this Task Order as follows:

Task Order Fee Structure

Phase	SCOPE OR SERVICE DESCRIPTION	FEE
1	Land Survey	8,500
3	Final Design	22,000
4	Bidding and Construction Administration	12,500
Total:		\$43,000

Compensation

For Basic Services performed under this specific Task Order Number Three, the Owner shall pay the Consultant a lump sum amount of \$43,000, including reimbursable expenses.

- B. The terms of payment are set forth in the Proposal Agreement.

The Effective Date of this Task Order is _____.

OWNER:

CONSULTANT:

By: _____

By: _____

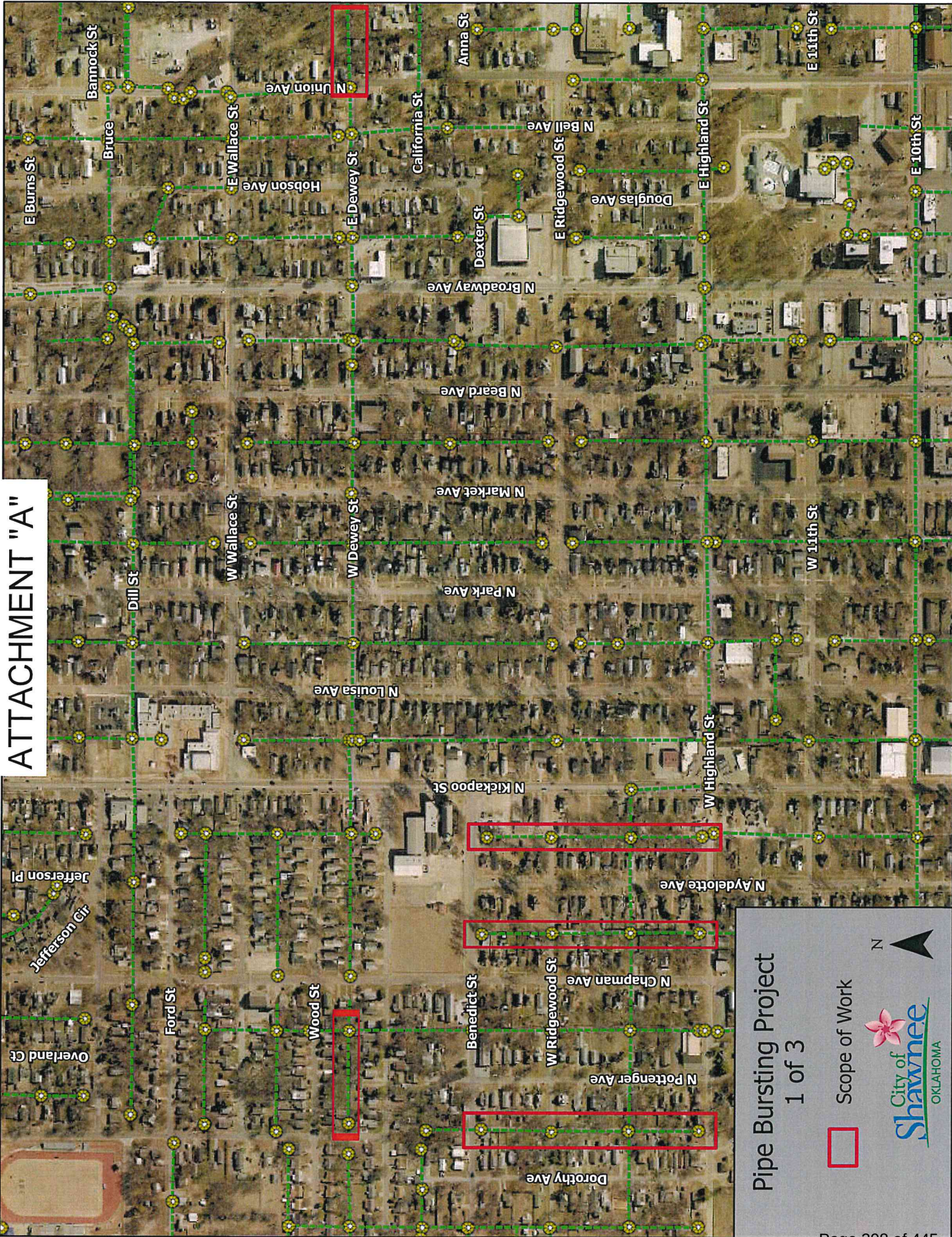
Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT "A"



Pipe Bursting Project
1 of 3

Scope of Work



ATTACHMENT "A"



Pipe Bursting Project
2 of 3

 Scope of Work



ATTACHMENT "A"



ATTACHMENT "B"



COWAN GROUP ENGINEERING
7100 N CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F



OKLAHOMA

PROJECT NAME | **SANITARY SEWER PIPE BURSTING**
DESCRIPTION | **SS COLLECTION IMPROVEMENTS**
LOCATION | **SHAWNEE, OKLAHOMA**
PHASE | **CONCEPTUAL ESTIMATE**
DATE | **2/8/2023**

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
BASE BID					
1	MOBILIZATION	1	LSUM	\$ 70,000.00	\$ 70,000.00
2	8-INCH HDPE DR-17 SANITARY SEWER (BURSTING)	6,530	LF	\$ 85.00	\$ 555,050.00
3	10-INCH HDPE DR-17 SANITARY SEWER (BURSTING)	200	LF	\$ 100.00	\$ 20,000.00
4	15-INCH HDPE DR-17 SANITARY SEWER (BURSTING)	350	LF	\$ 120.00	\$ 42,000.00
5	SERVICE CONNECTION	184	EA	\$ 500.00	\$ 92,000.00
6	STANDARD 4' DIAMETER MANHOLE REMOVAL AND REPLACEMENT	16	EA	\$ 5,000.00	\$ 80,000.00
7	ASPHALT REMOVAL AND REPLACEMENT	100	SY	\$ 110.00	\$ 11,000.00
8	CONCRETE REMOVAL AND REPLACEMENT	10	SY	\$ 150.00	\$ 1,500.00
9	SOLID SLAB SODDING	90	SY	\$ 5.00	\$ 450.00
10	TESTING	1	LSUM	\$ 11,000.00	\$ 11,000.00
11	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 6,000.00	\$ 6,000.00
12	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 8,500.00	\$ 8,500.00
BASE BID TOTAL					\$ 897,500.00
CONTINGENCY (20%)					\$ 179,500.00
CONSTRUCTION TOTAL					\$ 1,077,000.00



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols, Inc. for Water System Improvements along Alice Street, Fay Street, Edwards Street & Pesotum Street.

Background: On September 9, 2022, Engineering and Public Works briefed the City Commission on multiple projects for which American Rescue Plan Act (ARPA) Funding would be used.

This new task order includes the removal and replacement of existing water mains along Alice, Fay, Edwards, and Pesotum Street. A visual of the project scope is attached to the task order. This project has been outlined as a high priority, and was included in the State ARPA application list.

Freese and Nichols, Inc. has been selected for this design, and their task order is for \$193,000. The project scope includes:

- Survey
- Preliminary and Final Design
- Bidding
- Limited Construction Administration

Staff has reviewed the task order agreement and recommends approval.

Financial Impact: \$193,000; funded from Capital Outlay-Buildings and Improvements, 304-5-1040-542000

Attachments: Master Professional Services Agreement

Staff Recommendation: Approval of the item

**MASTER PROFESSIONAL SERVICES AGREEMENT****TASK AUTHORIZATION #2**

City of Shawnee / Shawnee Municipal Authority

FNI Project: _____

16 W. 9th St.

Client Contract: _____

Shawnee, OK 74801

Date: **3/2/2023****Project Name:** T.O. 2 Alice, Fay, Edwards, & Pesotum Street Waterline Replacement**Description of Services:** Please reference attached Scope of Services**Deliverables:** Please reference attached Scope of Services**Schedule:** Please reference the attached Project Schedule**Compensation Type:** Per following breakdown

Basic Services	Design	\$114,670.00	Lump Sum
Basic Services	Bid	\$8,370.00	Lump Sum
Basic Services	Construction	\$23,447.00	Not to Exceed
Special Services	Topographic Survey	\$47,905.00	Lump Sum
	Total	\$193,000.00	

Amount Authorized: \$193,000.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

**CITY OF SHAWNEE / SHAWNEE MUNICIPAL
AUTHORITY****FREESE AND NICHOLS, INC.**

By: _____

By: _____

Name: _____

Name: Alan C. Hutson, PE

Title: _____

Title: Principal/Vice President

Date: _____

Date: **March 2, 2023**

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The scope of this project includes replacing approximately 1,350 feet of 6-inch waterline along Alice Street from N Center Ave to N Pesotum Ave; 1,350 feet of 2-inch waterline along Fay Street from N Center Ave to N Pesotum Ave; 1,700 feet of 12-inch waterline along Edwards Street from N Center Ave to N Pesotum Ave; and 2,200 feet of 6-inch waterline along N Pesotum Ave. from E Highland Street connecting to E Remington Street (See Exhibit A). The scope includes four (4) phases which are summarized as follows: Task A: Preliminary and Final Design, Task B: Bid Phase, Task C: General Construction Services, and Task SS: Special Services. The scope from the standard agreement will be used in addition to the detailed scope of services below. The design will be based upon a single pipe material, which is anticipated to be HDPE. The proposed replacement waterline sizes are to be as follows: Alice Street = 8-inch, Fay Street = 8-inch, Edwards Street = 14-inch, N Pesotum Avenue = 8-inch. All proposed construction is anticipated to take place within existing R/W or easements and thus no easement acquisition is anticipated nor included in the scope of work.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PRELIMINARY AND FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:
1. Kickoff Meeting. This meeting will be held to introduce the Project team members, establish protocol and lines of communications, gather all available documents pertinent to the Project and discuss project scope and schedule. ENGINEER will document the results of the meeting in the form of meeting minutes.
 2. Review previously prepared construction plans, land records, or other pertinent documents on file in the Engineering Department of the City, or other appropriate agencies. Conduct one (1) field visit. Advise Client as to the necessity of Client's providing or obtaining data or services from others and assist Client in connection with any such services.
 3. Utility Coordination. Contact and coordinate with franchise utility companies to inform them of the Project, update record information, coordinate survey and base mapping information, identify possible conflicts, and establish critical issues for preliminary design. Attend up to one (1) utility coordination meeting.
 4. Review Meetings. ENGINEER will conduct progress review meetings during the detailed design phase to review work completed, project schedule and other issues for up to two (2) meetings. ENGINEER will document the results of the meeting in the form of meeting minutes.
 5. PRELIMINARY DESIGN:
 - a. Preliminary Alignment: ENGINEER to prepare a proposed alignment along the project corridor. The proposed alignment will be sent to the CLIENT for review and concurrence.
 - b. Prepare preliminary design documents consisting of preliminary drawings, details, and outline specifications.
 - i. Water Line Plan and Profile: 1"=20' horizontal scale on 22"x34" full size sheets
 - c. Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.

- d. Provide design submittal at 50% (Preliminary) design milestone.
 - e. Furnish three (3) printed copies and one (1) electronic copy (.pdf format) of the above preliminary design documents and present and review them with CLIENT.
 - f. Engineering Report (ER). An ER will be provided to the CLIENT to coordinate the scope of the project with OWRB in conjunction with funding requirements. The ER will include the following information to review:
 - i. General description of the water system and source.
 - ii. Site map.
 - iii. Need and purpose for the project.
 - iv. Alternatives considered (if applicable) and associated costs.
 - v. Proposed alternative.
 - vi. Design and hydraulic information.
 - vii. Comprehensive cost estimate for the project including construction, engineering, inspection, legal fees, financial advisor (if applicable) and contingency.
 - viii. Discussion of coordination with any local, state, or federal entities (if applicable) which may be involved in the construction of this water line.
 - ix. Conclusions and Recommendations.
6. **FINAL DESIGN:** Upon approval of the Preliminary Submittal, FNI shall provide professional services in this phase as follows:
- a. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (if surveys are to be furnished, they are Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
 - b. Traffic Control - Traffic control for the water line installation will be handled through narrative and notes on the general notes page, detailing to the contractor the anticipated closure needs. This traffic control plan (TCP) narrative will be developed in coordination with the utility plans in the final design phase. The TCP narrative will be phased such that each block will be closed to through traffic with temporary access being given to direct residents of that block and no more than one block at a time will be closed (five phases of construction). Notes will be added to the narrative to cover the contractor maintaining access to resident drives. Detailed Traffic Control plan sheets or local detours are not included.
 - c. Prepare revised opinion of probable construction cost.
 - d. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - e. Provide design submittals at 100% (Final) design milestone.
 - f. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.
7. **Permitting.** ENGINEER will submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required. The costs associated with any permits will be paid by the CLIENT. Known permits include:
- a. ODEQ Construction Permit
- B. **BID OR NEGOTIATION PHASE:** Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:
- 1. Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the

notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.

2. Contract Document Production and Distribution method will be via the online CivCast website or OWNER website. ENGINEER will produce and upload 100% complete Contract Document sets to CivCast for bidding purposes.
3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
4. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference.
6. At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
7. Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide **ten (10)** sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute **five (5)** copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Client with the remaining **five (5)** copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

- C. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services on an as-needed basis and as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Make up to two (2) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.
4. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
5. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
6. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
7. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. TOPOGRAPHIC AND SUE SURVEY

- 1.1. Utilize provided alignment to complete topographic surveying support within the attached limits of surveying support:
 - 1.1.1. Full topographic data will be obtained within the limits of survey (attached hereto)
 - 1.1.2. OKIE ticket will be submitted to aid in the location of underground utilities
 - 1.1.3. Right of way data will be shown according to the current Pottawatomie County Assessor's data. If property reports are required at a later date, this data may be revised to reflect additional recorded instrument data.
 - 1.1.4. City of Shawnee, Oklahoma atlas sheets will be obtained and utilized to locate public utilities (sewer, storm, water) and to verify pipe sizes and material.
- 1.2. Benchmarks/control points will be established outside of the proposed limits of construction at 500-foot intervals (maximum).
- 1.3. Utilize benchmarks as available and referenced to the Oklahoma State Plane Coordinate System South Zone (3502) and North American Vertical Datum (NAVD 88)
- 1.4. Review by Professional Land Surveyor
- 1.5. Provide CAD file and field notes used to complete the surveying support services

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Property reports can be provided to determine current ownership and to show any recorded easements or rights of way along the proposed alignment.
2. Proposed Easement support documents (legal descriptions and exhibits) can be created to meet the current City of Shawnee guidelines.
3. Proposed easements can be staked (one time per fee item) as requested.
4. Right-of-way access permitting and/or landowner coordination or right-of-entry permission.
5. Additional exploratory drilling and associated laboratory testing due to unexpected site or subsurface conditions.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Exhibit B.

Milestone/Deliverable	Calendar Days / Deadline
Initial kick-off/Coordination Meeting	14-days from receipt of Notice to Proceed
Submit Preliminary Plans	18 Weeks from Initial Kickoff Meeting
Submit Final Plans	10 Weeks from Prelim Comments
Bid Phase	Approximately 8 Weeks from Signed Sealed Plans
Construction Phase	Approximately 52 Weeks from Bid Phase

EXHIBIT B – PROJECT SCHEDULE

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Seth Barkhimer, P.E.

Phone: (405)-878-1506

Email: seth.barkhimer@shawneeok.org

Client's Accounting Representative – Lindsey McNabb-Fox

Phone: (405)-878-1650

Email: lindsey.fox@shawneeok.org

FNI's Designated Representative – William (Clay) Herndon, P.E.

Phone: (405) 252-5934

Email: wch@freese.com

FNI's Accounting Representative – Stephanie Kirchstein

Phone: (817) 614-2360

Email: stephanie.kirchstein@freese.com

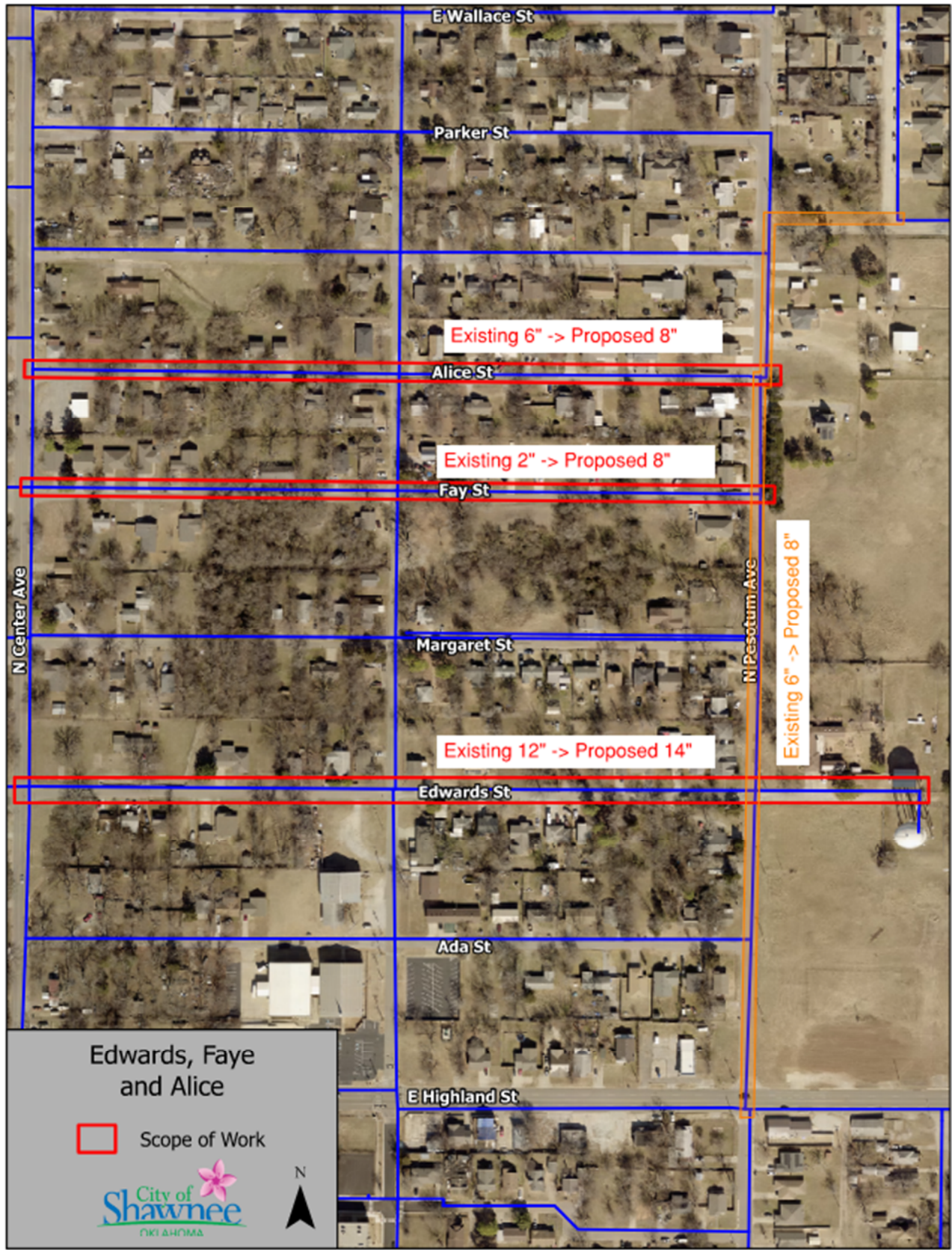


EXHIBIT A – PROJECT LOCATION

SC-9



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Sales Tax Rebate Agreement between the City of Shawnee and Brady's Properties.

Background: The developer Brady's Properties has expressed interest in constructing a retail development designated as Shawnee Marketplace Phase 2. This retail development and associated public infrastructure improvements would be located just west of Marketplace Boulevard and south of Plaza Drive. Brady's Properties has advised the City of Shawnee that a potential incentive to defray the costs incurred for on- and off-site infrastructure and public utilities would be a contributing factor to the decision of developing Marketplace Phase 2.

In accordance with the State of Oklahoma Constitution, Article 10, Section 14, the City of Shawnee is authorized to establish an economic development program and provide sales tax increments for economic development purposes. In line with previous sales tax rebate agreements, the City has limited such rebate to the cost of the public infrastructure component of the development.

The proposed agreement would provide for a partial rebate of sales taxes generated exclusively by the proposed Burlington and Five Below stores:

- The rebate amount would be capped at \$780,613.22.
- The sales tax rebate would encompass two percent (2%) of taxable sales for four (4) years and then 1.5% for an additional four (4) years.
- The term of the rebate agreement would be set for no more than eight (8) years, commencing thirty (30) days after the first reported sales by either store.

This agreement would terminate when the sales tax rebate has been paid in full or at the end of the eight (8) year period, whichever would occur first.

Financial Impact: Rebate of future sales tax revenue not to exceed \$780,613.22 to Brady's Properties for public infrastructure and utilities

Attachments: Sales Tax Rebate Agreement

Staff Recommendation: Approval of the item

SALES TAX REBATE AGREEMENT
SHAWNEE MARKETPLACE

This SALES TAX REBATE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation of Pottawatomie County, Oklahoma (“City”) and GHANIABADI PROPERTY MANAGEMENT COMPANY, an Oklahoma corporation, d/b/a Brady’s Properties (“Developer”), whose principal place of business is 10601 S. Western Avenue, Oklahoma City, Oklahoma 73170.

WITNESSETH:

A. Developer is constructing a retail development designated as Shawnee Marketplace Phase 2 in Shawnee, Oklahoma, on the land described on Exhibit A attached hereto and made a part hereof.

B. The retail development and accompanying improvements contemplated by Developer will promote economic development, stimulate business and commerce, create additional employment opportunities, offer further retail shopping opportunities not now available, and generate new property and sales tax revenue.

C. Developer has advised City that a contributing factor that would induce Developer to develop Shawnee Marketplace Phase 2 would be an agreement by City to provide economic development incentives in the form of a sales tax rebate. The rebate will defray the costs to be incurred by Developer of on and/or off-site infrastructure, public utilities and other work necessitated by the development as more particularly described in Section 12 and on Exhibit B attached hereto and made a part of this Agreement.

D. City is authorized under the laws of the State of Oklahoma including Article 10, Section 14 of the Oklahoma Constitution and the cases decided thereunder to establish economic development programs and to provide sales tax increments for development as part of its economic development plan and for its public purpose as defined in Article 10, Section 14.

E. City has determined that providing economic development incentives pursuant to this Agreement will further public purposes and the economic development goals of City.

F. In connection with the furtherance of public purposes and the economic development goals of City, City has determined that the contemplated improvements to and the use of the land described on Exhibit A are in compliance with the laws and policy of the State of Oklahoma and the City.

G. The Shawnee City Commission has approved the execution of this Agreement by and between City and Developer.

NOW THEREFORE, City and Developer, for good and valuable consideration, do mutually agree as follows:

1. **Definitions.** As utilized herein, the following terms shall have the meanings indicated below:

“Occupant” means an occupant of the Project that is operating a business within the Project and either (a) owns fee simple title to the site of its business, or (b) operates its business pursuant to a written lease agreement with Developer or its assigns.

“Point of Sale” the physical location at which a sale of tangible personal property or services taxable under the Oklahoma Sales Tax Code is made in the course of the vendor’s business, to be determined as set forth in 68 O.S. § 1352 as it may be amended from time to time.

“Project” means the land described on Exhibit A attached hereto and made a part hereof and the improvements thereon. Attached hereto as Exhibit C is a proposed preliminary depiction of the Project.

“Project Sales Tax Receipts” means sales taxes actually received by City pursuant to the Oklahoma Tax Code, which were generated from sales conducted within the Project.

“Sales Tax Rebate” has the meaning assigned to such term in Section 3.

“Sales Tax Rebate Period” means the period beginning thirty (30) days after the first reported sales from an Occupant and ending when the sales tax rebate is paid in full or at the end of eight (8) years, whichever occurs first, as set out in Section 3. Any sales tax rebate subject to this Agreement which remains unpaid after the termination of this Agreement and which accrued prior to expiration of the Sales Tax Rebate Period, shall be paid after the termination of this Agreement.

2. **Ownership Interest in Project.** Each party acknowledges and agrees that the Project is located entirely within the city limits of City, is not located in an improvement project financed by tax increment bonds, and does not include any property that is owned or leased by a member of City Council, by a member of City Planning Commission or by an employee of the City. Developer represents and warrants to City that Developer is or will be the owner of the Project and, subject to Section 9 of this Agreement, will hold fee simple title as well as equitable title to the land described on Exhibit A as Phase 2, except as conveyed to an Occupant for the site of its store. Remaining phases may, in Developer’s sole discretion, be built on property that is either owned by the Developer or its affiliates in the same manner as Phase 2, or may be leased or sold by the Developer.

3. **Sales Tax Rebate Calculation.** City hereby agrees to provide to Developer, in the form of a rebate, an amount not to exceed \$[780,613.22] in sales tax generated exclusively from the Project. The amount of sales tax provided will be calculated based on the following:

a. The sales tax rebate will be two percent (2%) of taxable sales for four (4) years, then 1.5% for an additional four (4) years, for a total period not to exceed eight (8) years up to a maximum of \$[780,613.22], whichever comes first (the **“Sales Tax Rebate”**).

b. It is understood and agreed by Developer that if the Project fails to generate sales sufficient within the Sales Tax Rebate Period to result in the transfer of the proposed Sales Tax Rebate amount, City will only transfer the amount of actual

sales tax generated according to the above criteria. For example, if the Project only generates enough sales during the Sales Tax Rebate Period to result in \$500,000 in Sales Tax Rebate, City will only pay the amount of \$500,000.

c. The Developer will not be entitled to a rebate from sales tax collected from any Occupant that relocated its only location in the City to the Project from another location within the city limits of Shawnee.

Except for the sales tax rebate set out above, Developer acknowledges and agrees that City will provide no other incentive(s) or assistance as an inducement to construct (1) the Project and on and/or off-site infrastructure/public utility improvements necessitated by the Project listed on Exhibit B attached hereto, or (2) any future development phases to be added to or otherwise associated with the Project.

City covenants and agrees that it will not take any action which would otherwise place Developer in a subordinated position to receive rebate amounts under this Agreement from the Project, it being the intent of the parties that Developer shall have the first right to receive the sales tax rebate described in this Agreement.

4. **Rebate of Project Sales Tax Receipts.**

a. Thirty days after the end of the first calendar quarter in which sales tax is reported and remitted to the Oklahoma Tax Commission by any Occupant, and on the thirtieth day after the end of every quarter thereafter during the Rebate Period, City will rebate to Developer the Sales Tax Rebate for that applicable period as set forth in this Agreement. If City has any inquiries concerning the Project Sales Tax Receipts for any Occupant(s) of the Project (including, without limitation, the inability of the Oklahoma Tax Commission to segregate the sales taxes attributable to the location of an Occupant(s) location in the Project versus other locations of such retailer in the City of Shawnee), City shall have the right to withhold payment of any Sales Tax Rebate with respect to such Occupant(s) until City receives such additional information as City shall reasonably require. In the event the parties are unable to resolve a dispute concerning the amount of the Sales Tax Rebate, each party shall elect an arbiter and those two arbiters shall select a third arbiter and the three arbiters shall resolve the dispute which decision shall be binding on the parties.

b. Developer shall use reasonable efforts to obtain from each Occupant of the Project such Occupant's Federal Tax Identification Number, such Occupant's Sales Tax Permit Number issued by the Oklahoma Tax Commission, and a release (which may be contained in the Occupant's lease or agreement) from such Occupant authorizing the Oklahoma Tax Commission to provide to City the Project Sales Tax Receipts information of such Occupant for each calendar year during the Sales Tax Rebate Period. Developer will cooperate with City's efforts to obtain the Project Sales Tax Receipts information.

c. Subject to City's obligation below to use reasonable efforts to maintain the confidentiality of the Project Sales Tax Receipts, Developer hereby waives any and all right of confidentiality, which Developer may have in respect of sales taxes generated from the Project. Developer shall use reasonable efforts to cause all leases of the Project and other contracts with Occupants relating to occupancy of the Project that are executed after the date of this Agreement to include provisions in which the Occupant waives, for the benefit of City, any and all rights of confidentiality which such Occupant may have in respect of sales taxes generated from its business at the Project that are reported in such Occupant's normal course of business and are required by City law to be available to the public.

d. City will obtain from the Oklahoma Tax Commission such sales tax reports as are necessary for City to confirm the Project Sales Tax Receipts for the immediately preceding calendar quarter. If City is unable to obtain the amount of sales taxes generated from the business of an Occupant, then such Occupant shall be deemed to have generated no sales taxes for the purposes of calculating the rebate of Project Sales Tax Receipts unless and until such sales are reported. City shall maintain the confidentiality of the Project Sales Tax Receipts, subject to any laws that may require disclosure.

e. Upon written request from City, Developer will provide to City, as soon as is reasonably practicable, a roster confirming the Occupants of the Project and use good faith efforts to obtain from each Occupant such Occupant's federal tax identification numbers, sales tax permit numbers, and releases as are obtained by Developer from such Occupants pursuant to Section 4(b) hereof. In addition to the above and foregoing, City shall be entitled, at least on an annual basis, to a report from the Oklahoma Tax Commission on the amount of sales tax generated from the Project. Developer shall cooperate with City and the Oklahoma Tax Commission to provide information necessary to generate the report requested by City.

5. **Maximum Incentive.** Notwithstanding anything contained herein to the contrary, in no event shall the sum of the cumulative rebates of sales taxes made by City under this Agreement exceed the sum of \$[780,613.22]. Accordingly, notwithstanding any other provision of this Agreement, if the sum of the amounts described herein prior to the expiration of the Sales Tax Rebate Period reaches \$[780,613.22], then as of such date Developer shall not be entitled to any further tax rebates or other incentives under this Agreement.

6. **Validity of Incentives.** It is understood and expressly agreed by Developer that City does not warrant or guarantee that the grant of tax rebates as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority for same or City's use thereof is challenged by court action. In the event such action related to this Agreement is instituted, Developer shall be responsible for defending itself, this Agreement, and the tax rebates hereunder, at Developer's sole cost of defense. Developer and City shall cooperate with each other in defending against such action to the extent permitted by applicable law. Should such litigation result in the loss of tax rebates as previously paid as provided herein, Developer shall be solely responsible for the payment of all taxes due, including all taxes which

otherwise would have been paid to City without the benefit of rebates without recourse to City, and without any obligation by City to reimburse same back to Developer.

In the event of any legislative or judicial interpretation that limits or restricts City's ability to rebate the general sales tax rebates herein provided or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such rebate will cease and be of no further force, effect or consequence in which event City shall be under no further obligation to Developer. However, City and Developer may agree to modify the rebate provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon City for the rebate of same. Each party shall be responsible for its respective attorney's fees under this Section 6.

In the event the Oklahoma Tax Commission determines, for any reason, that any sales taxes were erroneously paid or not paid to City from the sales provided for herein and City shall be required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales Tax Rebate paid to Developer and in the event the calculation of Sales Tax Rebate for a calendar year shall reflect an overpayment of the payments, as provided for herein, by City to Developer, developer agrees to reimburse City the amount of such overpayment, through an adjustment from the next payment due in the next calendar year or following completion of this Agreement should the overpayment occur in the final calendar year. Notice, given in accordance with Section 14 hereof, of any such required adjustment will be provided to developer at the earliest practical date.

7. **Permit Process and Fees.** The Developer will comply with all City permit processes, including the payment of associated fees. The Project must comply with the Planned Unit Development provisions of City.

8. **Default.** In the event that (a) at any time during the term of this Agreement, taxes owed to City by Developer become delinquent (provided that Developer retains its right to timely and properly follow the legal procedures for protest and/or contest of any such taxes), or (b) Developer breaches any of the terms and conditions of this Agreement, then Developer shall be in default under this Agreement. In the event of such default, City shall give Developer written notice of such default, and if Developer has not cured such default in its entirety within ninety (90) days of said written notice, this Agreement may be terminated by City, in which event Developer shall no longer have the benefit of any rebates set forth herein that accrue on or after the date of such termination. Notice shall be given in accordance with Section 14 hereof. It is expressly agreed that, notwithstanding any termination or expiration of this Agreement, City shall, throughout the period of any applicable statute of limitations, maintain its rights to collect any amounts owed to City due to miscalculations of the tax rebates provided to Developer hereunder. In the event that City defaults in payment of the required Sales Tax Rebate to Developer, Developer shall have the right to pursue all available remedies at law.

9. **Assignment.** In connection with a sale or financing of the Project or any part thereof to a bona fide third-party purchaser or related entity or affiliate, Developer shall have the right, without City's consent, to either: (a) assign its rights and obligations under this Agreement; or (b) to retain its rights and obligations under this Agreement. Within thirty (30) days following a sale of the Project, Developer shall provide City written notice of its election of (a) above. In

the event Developer elects (a) above, then the assignee (“**New Developer**”) shall execute and deliver to City an instrument, reasonably satisfactory to City in form and substance, whereby New Developer (i) agrees that it will continue to operate the Project as a retail shopping center during the remaining term of this Agreement, and (ii) assumes all the obligations of Developer under this Agreement and agrees to be bound by the provisions of this Agreement during the remaining term of this Agreement as if New Developer had been the original Developer hereunder.

10. **Indemnity.** It is understood and agreed between the parties that Developer in performing its obligations hereunder, is acting independently, and City assumes no responsibility or liability in connection therewith to third parties, and Developer agrees to forever indemnify, defend and hold harmless City, its officers, agents and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by Developer’s breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Developer, its officers, agents, employees or representatives, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees, contractors or representatives, and in the event of joint and concurrent negligence of both Developer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Oklahoma, without, however, waiving any governmental immunity available to City under Oklahoma law and without waiving any defenses of the parties under Oklahoma law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11. **Term.** The term of this Agreement shall expire upon the end of the Sales Tax Rebate Period, unless terminated prior to such time in accordance with the provisions of this Agreement. Any obligations of the parties, as well as any rights and benefits of the parties, which by the express terms of this Agreement or of necessity pertain to a period of time following the termination of this Agreement, shall survive termination.

12. **Public Infrastructure Improvements.** In connection with its construction of the Project, and as the primary consideration for the Sales Tax Rebate made by City in a sum not to exceed \$[780,613.22], Developer will be constructing certain public infrastructure improvements necessitated by the Project as listed on Exhibit B attached hereto. These public improvements are subject to Developer’s compliance with all City Ordinances and regulations with respect to the construction performed by Developer. Upon completion of all listed improvements and acceptance of same by City, Developer will provide to City final hard and soft construction costs (including, but not limited to, interest carry and other financing costs) of each improvement within ninety (90) days of such completion and acceptance by City.

13. **Point of Sale Requirements for Construction Purposes.** Developer shall use reasonable efforts to include in the contract it enters into with each contractor for construction of improvements to the Project a requirement that, to the extent feasible, such contractor shall cause construction purchases to be delivered to the Project and use the appropriate Shawnee street address for such purchases and deliveries in such a manner that Oklahoma and Shawnee sales and/or use taxes, to the extent applicable, shall apply to such purchases of building items and

construction materials. Developer will use reasonable efforts to provide City lists of purchase prices or copies of invoices Developer receives from such contractors for purchases to which this Section 13 applies. Developer agrees that City shall have the right to inspect and audit the books and records of Developer to confirm the total amount of purchases to which this Section 13 applies.

14. **Notices.** Any notice required by this Agreement shall be in writing and shall be deemed to be properly served one (1) day after being deposited with FedEx or other national overnight courier service, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Shawnee
City Manager
16 W 9th Street
Shawnee, OK 74801

With a copy to:

City Attorney
City of Shawnee
16 W 9th Street
Shawnee, OK 74801

If intended for Developer, to:

Brady's Properties
10601 S. Western Avenue
Oklahoma City, Oklahoma 73170
Attn. Brady Ghaniabadi

With a copy to:

Jeff Love
Rosell Law Group, LLP
101 N. Robinson Avenue
Suite 700 Corporate Tower
Oklahoma City, Oklahoma 73102

15. **Venue.** The obligations of the parties to this Agreement are performable in Pottawatomie County, Oklahoma, and if legal action is necessary to enforce same, exclusive venue shall lie in Pottawatomie County, Oklahoma.

16. **Applicable Laws.** This Agreement and construction of the Project is made subject to the provisions of the Charter and Ordinances of City, as amended, and all applicable State and federal laws.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Oklahoma.

18. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

20. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

21. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

22. **Subject to Annual Appropriations.** It is hereby acknowledged that under Oklahoma law, City may not become obligated to transfer money beyond its fiscal year (July 1-June 30) and therefore the covenants to rebate sales taxes made herein by City shall be on a year-to-year basis to be renewed by the annual appropriation for additional one year periods until such time as the pledged Sales Tax Rebate has been paid or the Sales Tax Rebate Period has expired, whichever occurs first.

23. **Article X, Section 26, Oklahoma Constitution.** Notwithstanding any provision contained herein, the parties hereto expressly declare their intention that the covenants of the City regarding the transfer of excess sales tax revenues shall not constitute a debt or obligation of the City in violation of Article X, Section 26 of the Oklahoma Constitution, but that the payments being made to the Developer shall be payable hereunder only to the extent that funds are appropriated by the governing body of the City in any given fiscal year.

24. **Governmental Tort Claims Act.** By entering into this Agreement, City, and “employees” of the City, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

(The signature pages immediately follow).

EXECUTED and made effective as of this ____ day of _____, 2023.

CITY:

CITY OF SHAWNEE, OKLAHOMA, a
Municipal Corporation

By: _____
Ed Bolt, Mayor

ATTEST:

Lisa Lasyone, City Clerk

DEVELOPER:

**GHANIABADI PROPERTY MANAGEMENT
COMPANY d/b/a Brady's Properties**, an Oklahoma
limited liability company

By: _____
Ali Ghaniabadi, Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 2023

Joe Vorndran, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF LAND

**Shawnee Marketplace, Phase 2
A Part of the SE/4 of Section 36
T 11 N, R 3 E IM,
Pottawatomie County, Oklahoma,
Project No. 5826.3**

All of Lot Three (3) in Block One (1) of Shawnee Marketplace, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof;

AND

A tract of land in the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described with metes and bounds as follows:

Commencing at the Southeast corner of the SE/4 of said Section 36;
Thence South 89°22'30" West as the basis of bearing on the South line of said SE/4 a distance of 370.00 feet to the Southwest corner of I-40 & Kickapoo Commercial Center, Section 1;
Thence North 00°30'40" West on the West line of I-40 & Kickapoo Commercial Center Section 1 and the West line of Lots Four (4) through Eight (8), Block One (1), Shawnee Marketplace, a distance of 1210.90 feet to the Point of Beginning:

Thence South 89°29'20" West and parallel to the South line of Lot Three (3), Block One (1), Shawnee Marketplace a distance of 607.26 feet;
Thence North 00°30'40" West and parallel to the West line of Block One (1), Shawnee Marketplace a distance of 288.39 feet to the Southwest corner of said Lot 3, Block 1;
Thence North 89°29'20" East on the South line of said Lot 3, Block 1 a distance of 607.26 feet;
Thence South 00°30'40" East a distance of 288.39 feet to the Point of Beginning.

The combined description contains 271,426 square feet or 6.23 acres, more or less.
Subject to Easements and Rights-of-Way of record.

EXHIBIT B

PUBLIC IMPROVEMENTS AND DEVELOPMENT

1. Installation of waterlines A and B
2. Earthwork and Pavement of Plaza Drive
3. Installation of small portion of storm sewer under Plaza Drive.
4. Costs associated with Public Improvements including, but not limited to Letter of Credit Fee, Engineering, Attorney's Fees, etc.

EXHIBIT C

SITE PLAN

See attached.



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering, Rachele Erickson, Emergency Management Director
Subject: Consideration of a resolution adopting the High-Hazard Potential Dam Amendment to the Pottawatomie County Hazard Mitigation plan for the City of Shawnee.

Background: In September of 2022, the Shawnee City Commission approved a resolution authorizing an application for a High Hazard Potential Dam (HHPD) Grant from the Oklahoma Water Resources Board. Subsequently, the City of Shawnee was selected for the grant.

As a requirement of the grant, City staff initiated the development of a supplemental section to the Pottawatomie County Hazard Mitigation Plan Update 2022-2027 (PCHMPU) in accordance with the requirements set forth in the Rehabilitation of High Hazard Potential Dams Grant Program Guidance/FEMA Policy 104-008-7 (June 2020).

The City of Shawnee initiated the process of adding this HHPD Addendum to the PCHMPU in order to:

- Examine the comprehensive “All Dam Risks” to ascertain the varying degrees of the associated risks to potential dam failure;
- Define goals and propose strategies to address the increasing concerns associated with aging infrastructure at the Shawnee Twin Lakes No. 1 and No. 2; and
- Develop strategic action steps for future implementation by the City.

The goal of the comprehensive assessment is to prevent dam failure through mitigation planning as well as actions, all of which will result in more resilient dam structures, reducing risks long term.

Financial Impact: N/A

Attachments: Shawnee HHPD Amendment, Resolution

Staff Recommendation: Approval of the item

High-Hazard Potential Dam Amendment for the City of Shawnee

2023



Lauree Beth Marshall
L.E. Marshall Consulting, LLC

Contents

I: Preface	3
II. Purpose.....	4
III. High Hazard Potential Dam	5
IV. Planning Process.....	9

I: Preface

This guide serves as a reference for the City of Shawnee, particularly the engineering department and emergency management for application with the High Hazard Potential Dam (HHPD) program. In addition to providing program overviews the application process, outlines the specific compliance and task requirements the City of Shawnee has taken to ensure successful program participation.

II. Purpose

This addendum to the Pottawatomie County Hazard Mitigation Plan Update 2022-2027 (hereafter, PCHMPU) seeks to address all dam risks in accordance with the requirements set forth in the Rehabilitation of High Hazard Potential Dams Grant Program Guidance/FEMA Policy 104-008-7 (June 2020).

This plan shall be updated as necessary to include all relevant procedural changes.

The City of Shawnee initiated the process of adding this HHPD Addendum to the PCHMPU in order to:

- Examine the comprehensive “All Dam Risks” where the associated risks of varying degrees of potential dam failure;
- Define goals and propose strategies that would address the increasing concern of the Twin Lakes No. 1 and No. 2 being aging infrastructure; and
- Develop strategic courses of action that could be executed by the city.

Ultimately, these actions will result in a more resilient dam structure, in addition to comprehensively assessing the associated risks that encompass dam failure, and provide mitigation planning and actions to reduce risks long term.

The Shawnee Lake Dams No. 1 and No. 2 (Twin Lakes) are the sole focus of this supplement as Granada Lake is a privately owned lake.

III. High-Hazard Potential Dam

Description

As described in the PCHMPU:

Dams are artificial barriers constructed across a stream or channel of water, usually constructed to impound water. Dams that impound water upstream are called reservoirs. The volume of water impounded is measured in acre-feet. An acre-foot is the volume of water that covers an acre of land to a depth of one foot. Two factors influence the potential severity of a full or partial dam failure: the amount of water impounded, the density, type, and value of development and infrastructure located downstream.

A dam failure is an uncontrolled release of water from a reservoir through a dam as a result of structural failures or other deficiencies in the dam. Structural failures include seepage, erosion, cracking, sliding, or overturning due to the age of the structure and/or lack of maintenance. Levees can also experience the same kind of dam failures. Dam failure varies from a minor seepage to major collapse or breach when a dam can no longer contain the overflow of flood waters.

For purposes of this High Hazard Potential Dam Supplement, the additional classifications are included:

- **High Hazard-Potential:** classifications are those dams where failure or miss-operation will probably cause loss of human life.
- **Significant Hazard Potential:** classification are dams that are often located in predominantly rural or agricultural areas but could be located in areas with population and significant infrastructure, and where failure or miss-operation results in no probable loss of human life but can cause serious economic loss, environmental damage, disruption of lifeline facilities, or impact other concerns.
- **Low Hazard Potential:** classification are those dams where failure or miss-operation results in no probable loss of human life and low economic and/or environmental losses.

The following is a description of the dam structures that are the focus of this HHPD Amendment.

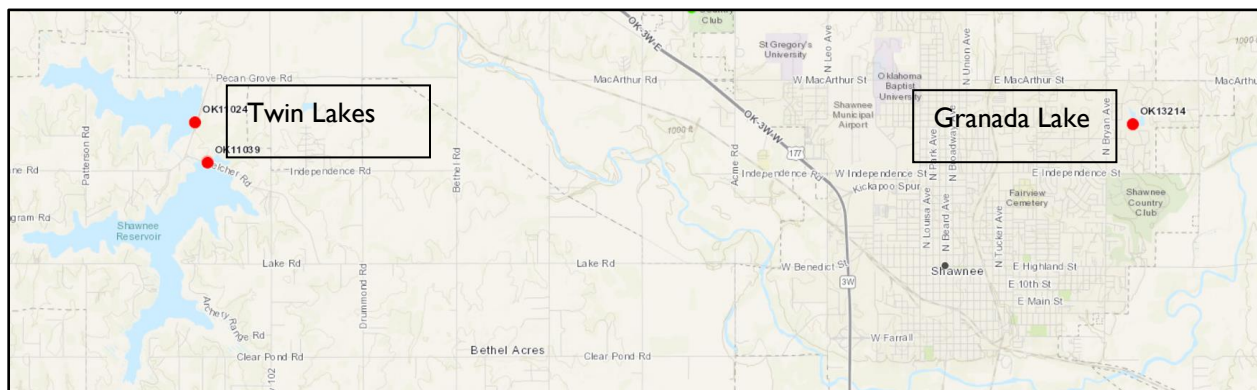
Lake No. 1 Dam is an earthen structure with a concrete spillway. The emergency spillway is earthen and bedrock lined equalization channel that connects the Twin Lakes. A stilling basin of concrete dissipators that lies downstream from the spillway. The intake is also concrete. The crest of the dam serves as bridge for a road.

Lake No. 2 Dam is an earthen structure and shares the concrete spillway with Lake No. 1 with an equalization channel connecting the Twin Lakes. Lake No. 2 also has a concrete intake and an emergency spillway.

Location

The PCHMPU identified three (3) dams classified as high-hazard potential dams within the City of Shawnee and listed by the Oklahoma Water Resources Board (OWRB). Shawnee Lake Dams No. 1 and No. 2 (Twin Lakes) are owned and maintained by the City of Shawnee. Granada Lake Dam is a privately owned dam. The OWRB map is below. These details of these dams are:

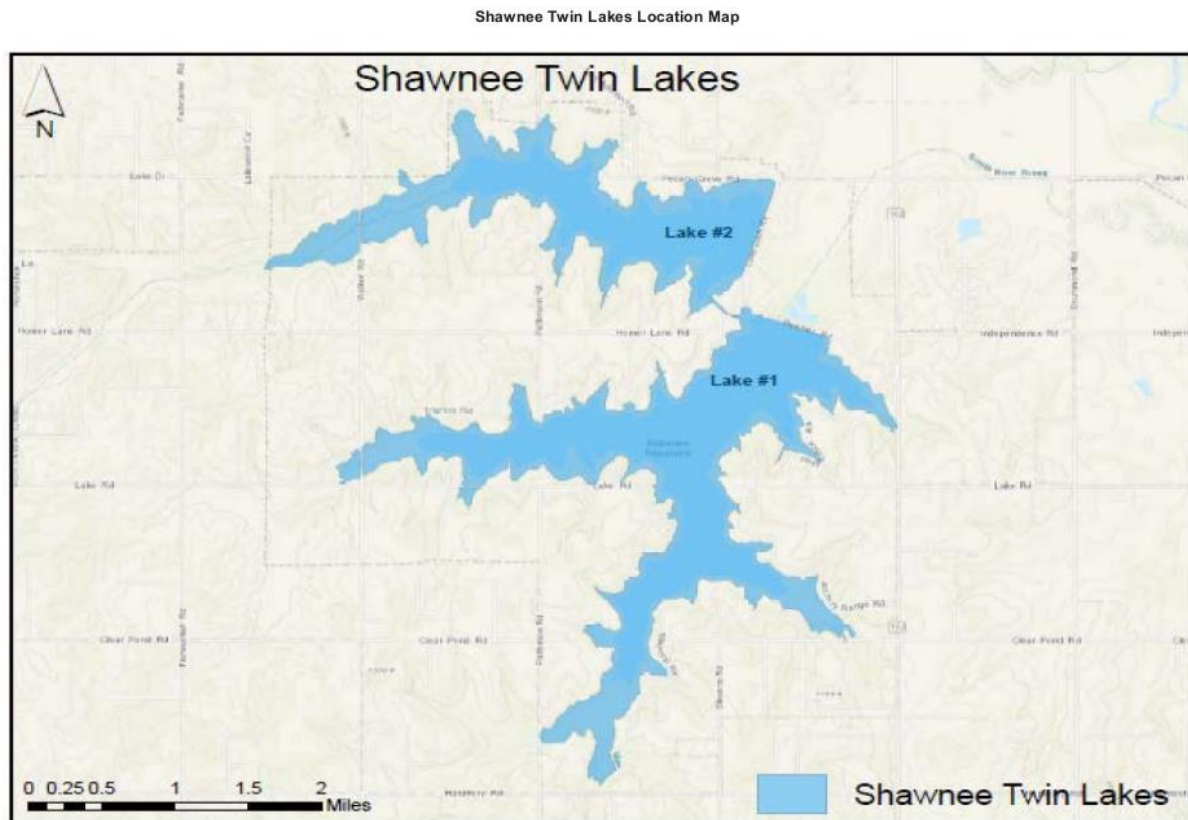
1. Shawnee City Lake No. 1 (OK11039)
 - a. Location: Shawnee Municipal Boundary
 - b. Owner/Operator: City of Shawnee
 - c. Normal Capacity: 22,600 acre-feet
 - d. Max. Capacity: 36,500 acre-feet
2. Shawnee City Lake No. 2 (OK11024)
 - a. Location: Shawnee Municipal Boundary
 - b. Owner/Operator: City of Shawnee
 - c. Normal Capacity: 11,400 acre-feet
 - d. Max. Capacity: 18,900 acre-feet
3. Granada (OK13214)
 - a. Location: Shawnee Municipal Boundary
 - b. Owner/Operator: Granada Lake LLC
 - c. Normal Capacity: 114 acre-feet
 - d. Max. Capacity: 155 acre-feet



This map of Oklahoma, on the right, shows where Shawnee Lake Dams No. 1 and No. 2 are in proximity of the state.



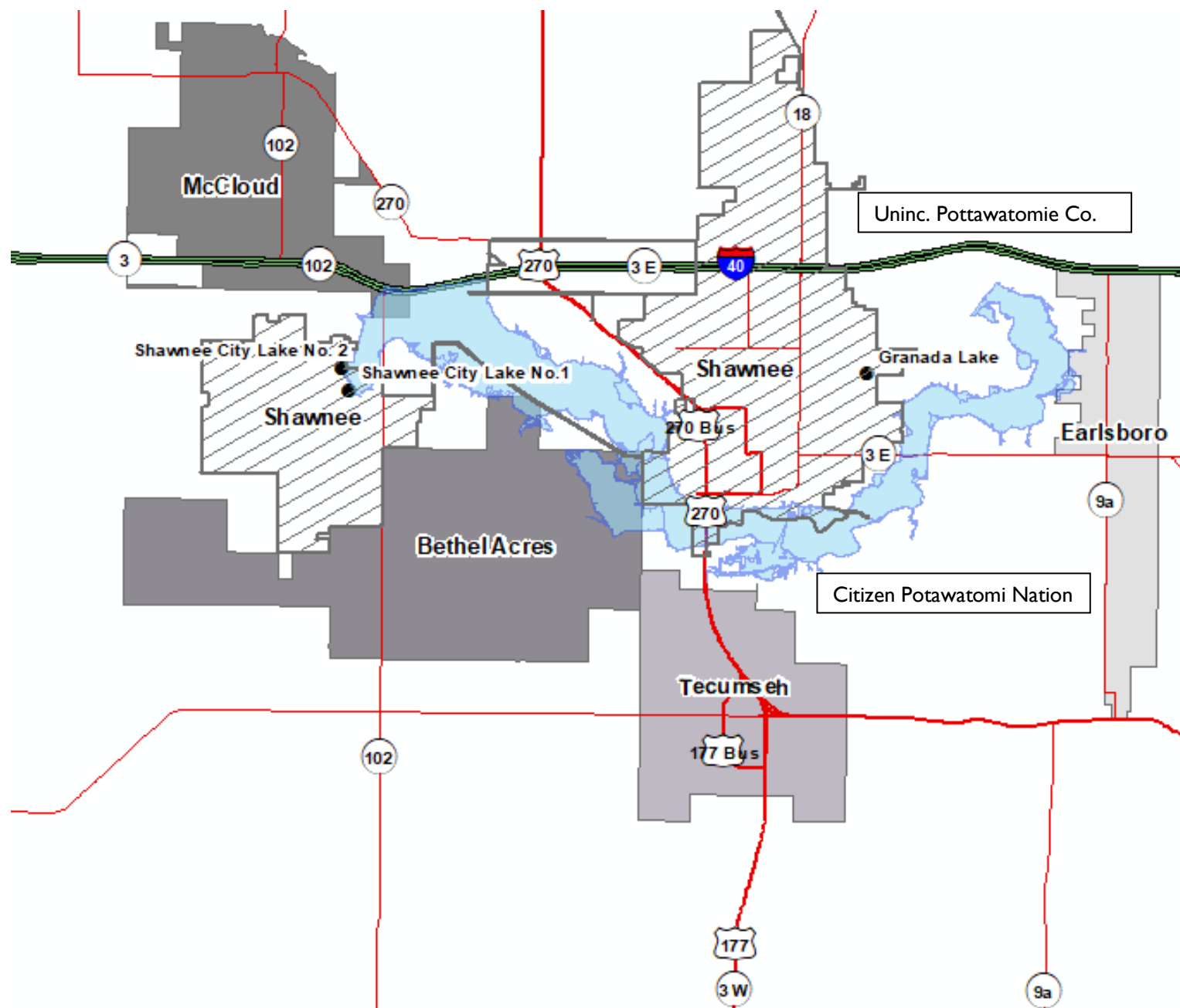
This map from the Shawnee Twin Lakes Dam Breach EAP 2020 shows a closer view of the Twin Lakes and their proximity to each other.



All owners of high hazard-potential dams are required by FEMA and OWRB to develop an Emergency Action Plan (**EAP**), to be used in the event of a dam breach or failure. The City of Shawnee developed an EAP in coordination with the Pottawatomie County Conservation District; the EAP included tables of the impacted structures and traffic points. A table of these impact areas are not available for Public Dissemination but are available per request and for official use only (FOUO). The maps identify a Probable Max Flood (PMF) event of these dams and the probable impacts of the dam failure.

After reviewing the projections of a failure of all the high hazard-potential dams included in the previous plan, the PCHMPU determined there would be High impacts from a failure of the Twin Lakes No. 1 & No. 2 Dams. The map shows if any of the three dams break, the planning area would not only have backwater, but could also see major destruction in Shawnee, unincorporated Pottawatomie County, and the Citizen Potawatomi Nation (CPN) . Houses, businesses, and roads in the flood zone will be affected, as well as, others below any high hazard-potential dam could be affected. These maps will be reviewed at the five-year update, to account for any development in the planning area.

Figure 2: Jurisdictions Affect by Potential Breach of Shawnee Lakes No. 1 and No. 2 Dams



Previous Occurrence

Twin Lakes (Shawnee Lake Dam No. 1 and No. 2) have been monitored closely since 2018, with annual evaluations and reports being conducted by an engineering firm. To date, there have been no occurrences of dam failure. However, Shawnee Lake Dam No. 1 has received a consistent rating of Fair to Poor and Shawnee Lake Dam No. 2 has received a consistent rating of Fair. More details regarding the condition of the dam structure and the annual evaluations are detailed under the **Vulnerability & Impact Section**.

There have been no occurrences of dam failure of the Lake Dams No.1 and No. 2 between 2012-2022.

Extent

The extent of dam failure of these dams could be as minimal as damages to uninhabited wildland to agricultural economic loss of crops and/or livestock to catastrophic flooding in urban areas that requires widespread evacuation. This table lists the capacities of the Twin Lakes dams.

Dam Name	Length	Height	Max Capacity	Norm Capacity	Surface Area	Drainage Area
Shawnee City Lake No. 1/Twin Lakes	2,570 ft	55 ft	36,500 acre feet	22,600 acre feet	1,336 acres	Unknown
Shawnee City Lake No. 2/Twin Lakes	3,650 ft	50 ft	18,900 acre feet	11,400 acre feet	1,100 acres	Unknown

The planning area considers a dam failure of **minor severity** to be when seepage or small breach where the water stays within the downstream river channel. A breach that exceeds the capacity of the river or creek channel and overflow causing damage to homes, businesses, critical facilities, and/or critical infrastructure, in addition to putting people at risk, is a **major severity**. This would include situations where the dam flow control manager released more water than can be contained in the banks downstream.

The City of Shawnee engineering department has developed incremental risk assessments for dam incidents that city officials can use to determine which level of incremental risk is most applicable at the time. If extraordinary rainfall occurs, the Twin Lake Dams could experience dam failure either by 1) exceeding capacity from rainfall in the area or upstream from the planning area (internal load), 2) overflow that causes extraordinary erosion and massive slippage, or 3) vandalism/terrorism.

Shawnee Lake No. 1 and No. 2/Twin Lakes: The 2020 EAP lists the structures with addresses and traffic control points that lie within the inundation area; the EAP does not include any estimated inundation times. There is an inability to fully evaluate the Extent due to this data deficiency. Based on the addresses listed, the affected jurisdictions would be Bethel Acres, Earlsboro, Shawnee, and Unincorporated Pottawatomie County. The Citizen Potawatomi Nation has critical infrastructure that lies within the inundation area of the dam breach.

There is a map of the inundation area in the Location section above.

Probability of Future Events

The probability of a minor dam failure for Twin Lakes is high. Based on the current condition of the dams, there is an incremental risk of dam failure.

Vulnerability & Impact of the Twin Lakes Dams

While the PCHMPU stated that the probability of dam failure is very low, as detailed below, the condition of the surface areas of the dams has deteriorated since 2018. The planning area is vulnerable to the impact of a dam failure of these structures. The EAP lists the addresses of 136 separate structures that are vulnerable to a dam failure of Twin Lakes. There are 37 traffic control points in the inundation area as well. However, it is a vulnerability that the EAP does not list any inundation times. This lack of information could result in residents not being able to evacuate, if necessary, main transportation routes throughout Shawnee being impassable, and private businesses also being inundated if they lie within the floodplain. A map of the inundation area is in the Appendix.

According to the annual inspection reports, the deficiencies have been described. Short-term recommendations for correction give an assessment of areas that need to be monitored on a monthly basis. For long-term resiliency, these deficiencies need to be addressed. The following narrative describes the ongoing analysis these reports included.

Lake No. 1: In the report from **November 12, 2018**, cracks in the pavement along the crest of the dam continued to deteriorate, and it is recommended that these cracks are sealed. Recommendations included monitoring these cracks monthly and at minimum, after significant rainfall. These cracks have contributed to a small slide along the downstream slope near the west end of the dam. The report noted that several areas were unprotected as the rip-rap had become dislodged and slipped downslope. The spillway joint had water bubbling through the joints at a rate of 5 gallons per minute (gpm). The report indicated that possible undercutting was occurring under the spillway, but that was not confirmed. The stilling basin has cracks in the vertical walls, though the walls are stable; monthly monitoring was recommended to ensure awareness of any changes. Numerous animal burrows along the upstream and downstream slopes needed to be backfilled. The engineering firm recommended using cement-bentonite-grout with a minimum of 150 psi to effectively fill the voids. The total assessment resulted in a “Fair” rating.

The report from **November 5, 2019** assessed and noted these same issues as above, and based on the report, no additional concerns were observed. The total assessment resulted in a “Fair” rating.

The report from **October 19, 2020** included additional deficiencies; firstly, a slippage crack developed in the upstream slope approximately midway in the length of the dam. Recommendations to conduct a more in-depth geotechnical investigation for long-term solution was noted. Secondly, numerous gaps in protective rip-rap along the upstream slope, and recommendations for additional rip-rap at least 5 feet below the lake surface and extending upslope 10 feet to above the normal lake pool elevation were added. Thirdly, it was noted that erosion depressions behind the stilling basin wall had large rip-rap stones; recommendations included removing the stones and fill the eroded areas with a clay that had “minimum plasticity index of 15 and a minimum of 80% passing the #200 sieve.... compacted to 95%.” Finally, the report also included the previously mentioned cracks in the pavement, cracks in the vertical

walls of the stilling basin, and the mounds and burrows along the upstream and downstream slopes. The total assessment resulted in a “Fair” rating.

The report from **October 25, 2021** assessed and noted these same issues from the October 19, 2020 evaluation. The recommendations remained the same as in 2020, and the overall rating was “Fair”; the “Upstream Slope of Dam” portion received a “Poor” rating, which had a “Fair” rating in 2020.

The OWRB conducted inspections for Lake No. 1 on **September 21, 2021** and **November 3, 2021**, as well. As of **March 22, 2022**, Lake No. 1 has received a “Poor” rating from the OWRB based on the reported detailed above, and it was noted that the rating in the **October 2021** report had been changed.

The report from **October 7, 2022** reported the findings of the **September 14, 2022** inspection. The findings included the same deficiencies from the previous year, namely the slippage crack and depression halfway down the length of the dam, cracks and depressions that developed along the pavement on the crest of the dam, gaps in the rip-rap, cracks in the vertical walls of the stilling basin, the erosion depressions filled with rip-rap, and animal burrows. The recommendations reiterated the need for these deficiencies to be under frequent monitoring, particularly after significant rains. An additional observation noted that utility poles in the area were starting to lean; it is unknown with the available information if the leaning was due to movement of the soils in the area.

Lake No. 2: In the report from **November 12, 2018**, noted the following performance deficiencies: Numerous mounds and burrows along the upstream and downstream slopes and a rip-rap deficiency near the upstream slope at the north end. Recommendations for filling the animal burrows mirrored those for Lake No. 1 and adding rip-rap was recommended for the north end. The total assessment resulting in a “Fair” rating.

In the report from **November 5, 2019**, additional deficiencies were added. Erosion around the drainage inlet on the north end of the downstream slope and the downstream slope developed a flattened section that held water. Repairs and adding rip-rap to slow the erosion and regrading the flattened area were recommended. The above-mentioned deficiencies for Lake No. 2 were also noted, and the total assessment resulted in a “Fair” rating.

The report from **October 19, 2020** assessed the same conditions and recommended the same actions included from the 2019 evaluation. The overall assessment was a “Fair” rating.

The report from **October 25, 2021** listed the same deficiencies as in the report from November 5, 2019. It noted that the recommended repairs from the 2019 and 2020 reports had been recently completed and recommended further repairs to improve the areas more. The total assessment resulting in a “Fair” rating.

The OWRB conducted inspections for Lake No. 2 on **September 21, 2021** and **November 3, 2021**, as well. As of **March 22, 2022**, Lake No. 2 has received a “Fair” rating from the OWRB based on the reported detailed above.

The report from **October 7, 2022** reported the findings of the **September 14, 2022** inspection. The findings included the same deficiencies from the previous year: erosion around the drainage inlet, rip-rap

gaps, and the flattened area that holds water on midway down on the downstream slope. An additional observation was the numerous soil mounds from animal burrowing along both slopes of the dam.

While these deficiencies for Lake No. 1 and Lake No. 2 are developing slowly, the short-term solutions are not providing long-term resilience. The repairs and current maintenance efforts have not been sufficient to reverse the deterioration. These deficiencies present a vulnerability to the community at large if left unresolved, not to mention a potential tax burden to the population and substantial financial burden upon the City of Shawnee.

Vulnerabilities & Impact to the Community at-Large

Persons at Risk: The impact would mean at minimum the 136 residences, which includes approximately 1,092 persons at risk for Lake No. 1 and 1,090 persons at risk for Lake No. 2, and 37 traffic points would be inundated if total dam failure occurred.

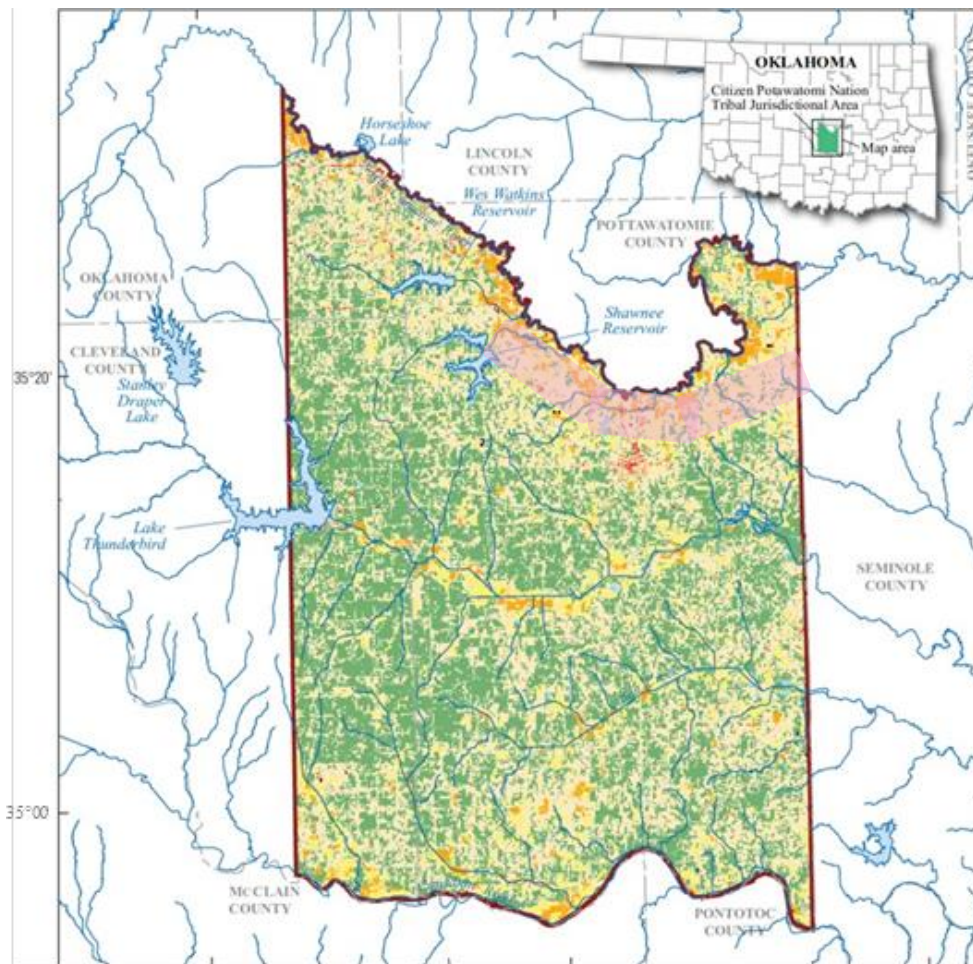
Water Supply: The number of accounts that rely on the water supply of Twin Lakes is approximately 12,350 accounts (as of summer 2022) and this number is expected to increase as the City of Shawnee continues to grow. If the water supply were completely compromised from Twin Lakes, the city has a few days supply before needing to transition to the secondary water supply of Wes Watkins, but this transition would require an immediate rationing of water usage for all accounts. It is not known how many of these accounts would have a private well as a secondary water supply.

Transportation Routes at Risk: A total of 143 roadways would be affected by a breach. The following roadways lie in the inundation area:

- Interstate 40
- U.S. Highways 270 and 177
- State Highways 3, 3E, 3W, and 102
- 66 Named County roads
- 70 unnamed roads, including access roads, private drives, and other roads in the area

The impact would result in multiple detours at minimum, residences being inaccessible, and a delay of emergency services in the area.

Citizen Potawatomi Nation: Discussions with the Citizen Potawatomi Nation (CPN) noted the following vulnerabilities that would be impacted upon a complete dam failure. Potentially, the tribal complex for CPN lies within the inundation area. The number of persons at risk in this area is approximately 4,000 people. The tribal complex includes the fresh water treatment plant, the sewer treatment plant, the sewer pond; more details about these facilities are below under the “Utilities” section. The administration building, and the tribal clinic are in the inundation path and if these facilities were flooded, services would be delayed at minimum or need to be relocated until the facilities were cleaned and repaired. Multiple private businesses could be inundated, as well as potentially the railroad and the railway bridge. This would result in an economic loss to the community. The area where large outdoor festivals are held could be inundated; this is a large event area where 50,000 visitors come annually for a hot air balloon festival. If this area were not available for use for a prolonged time period, it would result in an economic loss to the community. The area highlighted in pink shows the approximate area where CPN could expect to be inundated.



Railroads: Two railroads would be affected at multiple sections. Both the Atchison, Topeka & Santa Fe Railway (AT&SF) and Chicago Rock Island & Pacific (CRI&P) Railway have multiple sections that could be inundated. The impact would result in delays of transportation and supplies.

Utilities: A number of utilities would be at risk. CPN listed the sewer ponds within the tribal complex, fresh water treatment plant, and sewer treatment plant could be affected. The impact of these utilities being affected would result in widespread contamination that would require extensive and expensive cleanup to ensure the health and safety of the community at large. CPN also has a substation that lies within the area, and if affected, power outages could result.

Additional persons at risk include approximately 25 homeless who live along the river.

Mitigation Strategies and Actions for High Hazard Potential Dams

Dam Risk Reduction Measures

Risk Rating: The Shawnee Lake Dam No. 1 is a High-Hazard Potential Dam that poses an unacceptable risk to the public as it has received a “Poor” rating as of March 2022. Dams with a “poor” rating do not meet current state dam safety requirements, and the OWRB maintains a list of these dams that pose an unacceptable risk to the public.

This dam is required to be brought into compliance with state dam safety requirements, and increased mitigation actions must be taken to reduce vulnerabilities until compliance has been achieved. The first step in achieving compliance includes taking actions that will temporarily reduce the risk of Lake No. 1. The following mitigation goals and action items are specific to Lake No. 1; these mitigation goals and action items have been identified and will be implemented by the City of Shawnee engineering department. (Temporary risk reduction measures may include, but are not limited to, lower the water level in the reservoir, increased inspection frequency especially during and/or after heavy rainfall events, installation of remote monitoring devices, installation of flood control devices, or installation of signage at critical roads and bridges.)

Condition Ratings: Lake Dam No. 1 was rated by the City Consulting Engineer Firm, Terracon, as being in poor condition due to need for repair of the downstream slope and spillway surface. Based on this analysis, the City of Shawnee and ODSP determined this rating posed an **unacceptable risk** to the community.

Mitigation Goal

High Hazard-Potential Dam Mitigation Goal - “To minimize the loss of life and property from a dam failure in Pottawatomie County, and to enable the continuous operation of critical business and government functions, for human health and safety, and economic security.” (Note: This goal also reflects the Mitigation Goal 1 listed in the PCHMPU: Protection of lives and property; Goal 2: Improved identification and protection of critical facilities.)

Prioritization of Action Items

The City of Shawnee: As funding for action projects becomes available, the jurisdictions will also use the STAPLEE evaluation table on the following page, in addition to the cost-benefit analysis for each project.

The **STAPLEE method** assesses the feasibility of alternative considerations by using seven different categories in which to view those limitations/impacts; Social, Technical, Administrative, Political, Legal, Economic, and Environmental.

Example STAPLEE Evaluation for future reference

Evaluation Category	Sources of Information S.T.A.P.L.E.E.
Social	The City of Shawnee employees from the engineering and emergency management departments had input throughout the planning process of this amendment. The team discussed the critical details with government officials, emergency response/emergency management personnel, business owners, and professionals. Discussions included the Citizen Potawatomi Nation who are most vulnerable if a dam failure should occur.
Technical	Community officials, the Oklahoma Water Resources Board (OWRB), and the Oklahoma Department of Emergency Management (ODEM), and other subject matter experts were consulted about technical aspects of the projects and hazards.
Administrative	Administrative staff in the engineering department will be responsible for the implementation of action projects as funding becomes available.
Political	Officials and members of the governing boards were part of the planning process.
Legal	Legal questions will be presented to the respective legal counsels to ensure compliance and that no legal issues would arise with project implementation.
Economic	As anticipated, (the jurisdiction) does not currently have funds to implement all action projects. They are listed in order of priority and will be completed only as funds are available.
Environmental	Agencies such as the Oklahoma Department of Environmental Quality, Oklahoma Forestry Service, and the Oklahoma Water Resources Board, among others have been consulted regarding the technical details of hazards and their impacts upon the jurisdiction(s).

Conclusion: The cost-benefit analysis concluded that the action steps will fulfill the PCHMPU goals of protecting lives and property and improved identification and protection of critical facilities. The benefit of protecting and saving lives exceeds the economic cost it will require improve the structural deficiencies of Twin Lakes Dams No. 1 and No. 2.

The action steps are listed in order of their priority and will be completed only upon securing the funds through budgetary allotments, municipal bonds, or grants.

Action Step 1: Implement the City of Shawnee corrective action plan regarding Shawnee Lake Dam No. 1 to reduce risk and bring the dam into compliance with state standards. This step includes field surveys and design of any potential construction that will be conducted to remediate slippages to achieve a “Good” rating by the OWRB.

Responsible Organization: City of Shawnee

Coordinating Organization: Shawnee Municipal Authority

Timeline: 2022-2024

Approximate Cost: \$100,000.00

Funding Sources: Hazard Mitigation Grant, FEMA High Hazard-Potential Dam Grant, Water Resources Development Act

Priority: High

Status: On-going

Action Step 2: Implement the City of Shawnee corrective action plan regarding Shawnee Lake No. 1 Dam to reduce risk and bring the dam into compliance with state standards.

Responsible Organization: City of Shawnee

Coordinating Organization: Shawnee Municipal Authority

Timeline: 2019-2024

Approximate Cost: Unknown, pending analysis of dam conditions

Funding Sources: Hazard Mitigation Grant, FEMA High Hazard-Potential Dam Grant, Water Resources Development Act and Capital Improvement Funds

Priority: High

Status: Design Complete and permitted by OWRB

Action Step 3: Continue annual Inspections and evaluations the 2 High Hazard-Potential Dams in the City of Shawnee, owned by the City of Shawnee to reduce risk and bring the dam into compliance with state standards.

Responsible Organization: City of Shawnee

Coordinating Organization: Pottawatomie Co Emergency Management/Oklahoma Water Resources Board

Timeline: On-going

Approximate Cost: \$5,000.00 annually (variable with scope of project)

Funding Sources: Hazard Mitigation Grant, FEMA High Hazard-Potential Dam Grant, Water Resources Development Act

Priority: Medium

Status: On-going

Action Step 4: Continue annual updates of the Shawnee Lake/Twin Lakes No. 1 & No. 2 Emergency Action Plan with areas of any new development within the Shawnee municipal boundary

Responsible Organization: City of Shawnee

Coordinating Organization: City of Shawnee Emergency Management

Timeline: Annual update, each June, coinciding with the fiscal year

Approximate Cost: None

Funding Sources: City of Shawnee Enterprise Funds

Priority: Medium

Status: Complete and updated yearly

Action Step 5: Establish a Dam Safety awareness program with those residents that reside in flood inundation areas below High Hazard-Potential Dams.

Responsible Organization: City of Shawnee and Pottawatomie Co. Emergency Management

Coordinating Organization: Pottawatomie Co Emergency Management

Timeline: 2023-2024

Approximate Cost: \$10,000

Funding Sources: General Fund, HMGP Grant

Priority: Medium

Status: Ongoing

Action Step 6: Maintain and continue enforcement of existing zoning ordinances to eliminate building structures below High Hazard-Potential dams. The work has been implemented within the City of Shawnee

Responsible Organization: City of Shawnee, Town of Bethel Acres, Citizen Potawatomi Nation, Unincorporated Pottawatomie County, City of McLoud

Coordinating Organization: City of Shawnee

Timeline: 2021-2022

Approximate Cost: Minimal

Funding Sources: General Fund

Priority: Low

Status: Complete within the City of Shawnee

Potential Funding Sources: Hazard Mitigation Grant, FEMA High Hazard-Potential Dam Grant, Water Resources Development Act

Action Step 7: Conduct assessments that would determine estimated inundation times for affected populations and critical infrastructure. Once determined, these inundation times would be added to the Shawnee Twin Lakes No.1 and No. 2 EAP.

Responsible Organization: City of Shawnee

Coordinating Organization: Citizen Potawatomi Nation, Town of Bethel Acres, Oklahoma Water Resources Board, Unincorporated Pottawatomie County, City of McLoud

Timeline: 2023-2025

Priority: Medium

Status: Ongoing

Potential Funding Sources: Municipal funds

IV. Planning Process

The City of Shawnee decided to pursue a High-Hazard Potential Dam Amendment (hereafter, HHPDA) after several years of the Twin Lakes No. 1 & No. 2 receiving “Fair” to “Poor” ratings. Upon hiring an engineering firm to provide the official technical recommendations and discussing options with the OWRB, the City of Shawnee decided to hire L.E. Marshall Consulting, LLC (planner) to complete a HHPDA, as the planner completed the PCHMPU and was familiar with the hazards and vulnerabilities of Shawnee. The planner was hired in late July 2022, and monthly meetings occurred between the city and planner to ask questions, clarify language, and discuss with stakeholders. The primary stakeholder is the Citizen Potawatomi Nation (CPN) and the CPN emergency manager was frequently consulted to ensure that vulnerabilities downstream from Twin Lakes Dams No. 1 & No. 2 were accurately included. The OWRB was also consulted regularly as the state dam safety agency and subject matter expert. The HHPDA was completed by early December 2022. It was then submitted to the OWRB and OEM for review prior its submission with FEMA.

Information and Evaluations Used: Meetings were held in person and via teleconference, and numerous emails provided additional follow-up information. The City of Shawnee provided the planner with all official inspection reports from 2018-2022 to support the completion of this HHPDA.

Stakeholders: Based on the inundation map, some of the participants of the PCHMPU who could also be potentially impacted by a breach of the Twin Lakes No. 1 and No. 2, were contacted as stakeholders to the HHPDA. The municipal boundaries of McCloud and Earlsboro have minimal overlap with the inundation area. Unincorporated Pottawatomie County is also a stakeholder for this HHPDA. These stakeholders are aware that this HHPDA focuses on the HHPD dams within the city owned dams within Shawnee. The other high-hazard potential dams included in the PCHMPU are:

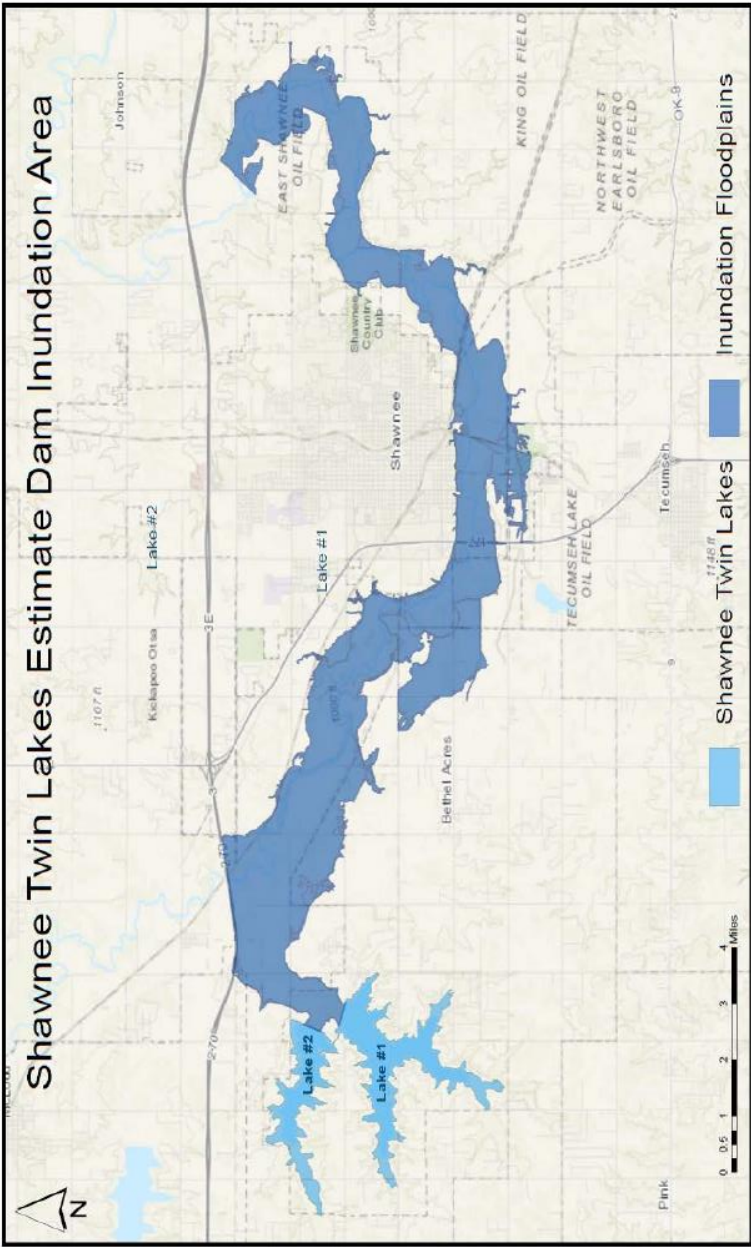
- Tecumseh Lake Dam, owned by the City of Tecumseh.
- SCS North Deer Creek Site IM/Wes Watkins Reservoir, owned by the Pottawatomie County Development Authority
- SCS Salt Creek Sites 13, 14, & 15, owned by the Pottawatomie County Conservancy District.

The respective owners will maintain their current inspections and evaluations and determine at a future time if an in-depth look at any of these dams is necessary.

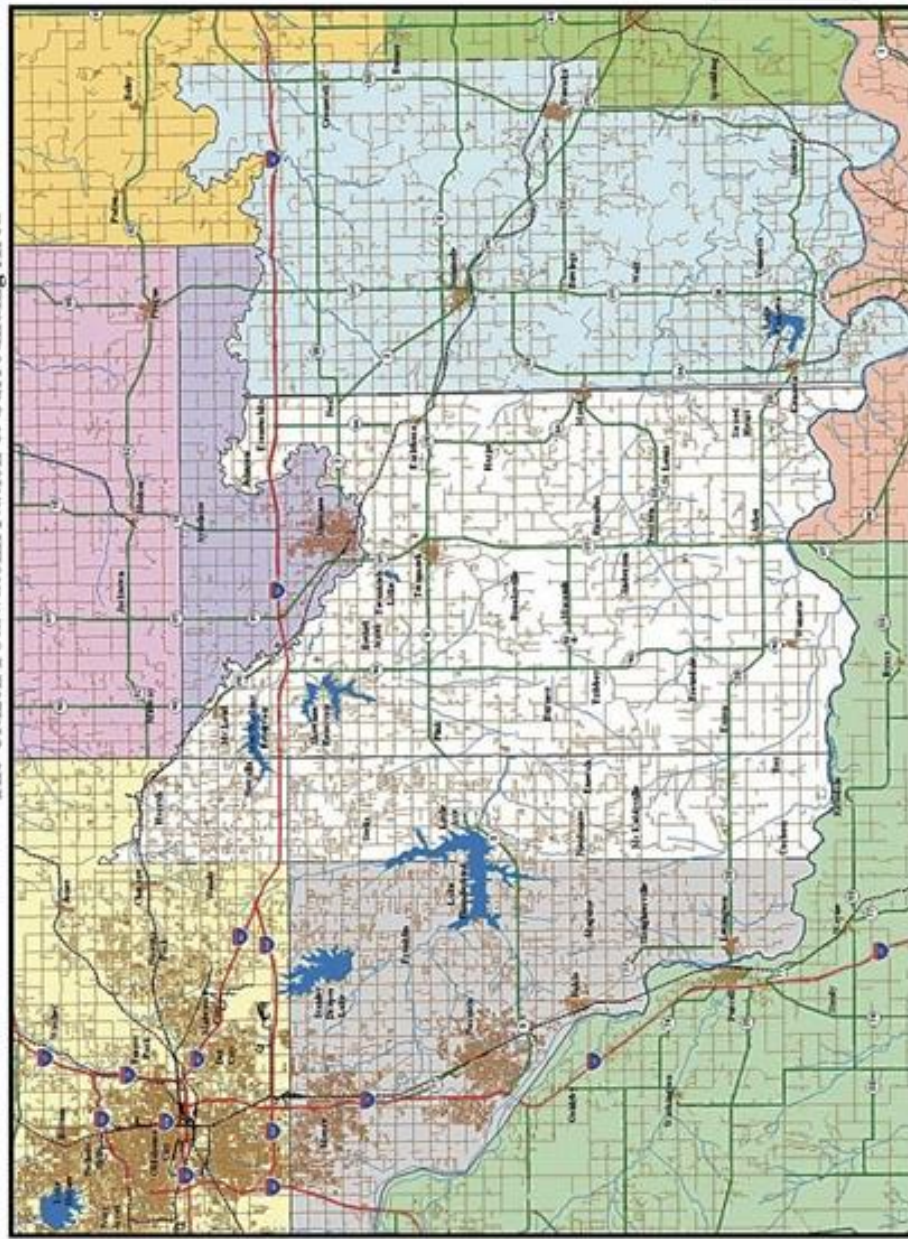
Appendix

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Appendix A

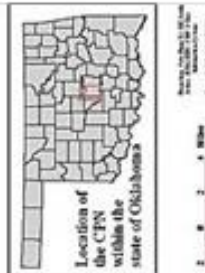
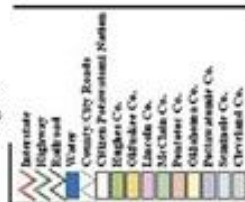


Our Place in the World The Citizen Potawatomi Nation & Surrounding Area



A

Legend



RESOLUTION NO. _____

A RESOLUTION ADOPTING THE CITY OF SHAWNEE HIGH-HAZARD POTENTIAL DAM AMENDMENT AS AN AMENDMENT TO THE POTTAWATOMIE COUNTY HAZARD MITIGATION PLAN UPDATE.

WHEREAS, The City of Shawnee, with the assistance from the Hazard Mitigation Planning Team, has gathered information and prepared the City of Shawnee High-Hazard Potential Dam Amendment; and

WHEREAS, the High-Hazard Potential Dam Amendment has been prepared in accordance with the provisions of 44 CFR § 201.6 - Local Mitigation Plans; and

WHEREAS, City of Shawnee is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Amendment and the actions in the Amendment; and

WHEREAS, City of Shawnee has reviewed the Amendment and affirms that the Amendment will be updated no less than every five years, with the Pottawatomie County Hazard Mitigation Plan Update;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that:

The City of Shawnee adopts the City of Shawnee High-Hazard Potential Dam Amendment as an amendment to the Pottawatomie County Hazard Mitigation Plan Update.

PASSED AND APPROVED this ____ day of March, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of a resolution renewing Ordinance Number 1396NS the “Nine-One-One Emergency Number Ordinance” for the period of April 6, 2023 to April 5, 2026.

Background: On May 18, 1987, Ordinance No. 1396NS was approved, which established the emergency 911 service for the City of Shawnee.

Section 5(A) of the ordinance established a three-year period for the ordinance to be effective with the option for renewal periods of three years.

This resolution is to renew the 911 service for the City of Shawnee.

Financial Impact: None

Attachments: Ordinance No. 1396NS, Resolution

Staff Recommendation: Adoption of the resolution

ORDINANCE NO. 1396NS

AN ORDINANCE RELATING TO PUBLIC HEALTH AND SAFETY; ESTABLISHING THE NINE-ONE-ONE EMERGENCY NUMBER ORDINANCE; PROVIDING A SHORT TITLE; DECLARING A PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR EMERGENCY TELEPHONE SERVICE AND TAX; PROVIDING FOR COLLECTION OF SUCH TAX; PROVIDING FOR THE ESTABLISHMENT OF THE RATE OF SUCH TAX FOR THE CALENDAR YEAR; PROVIDING THAT FALSE ALARMS, COMPLAINTS OR CERTAIN FALSE INFORMATIONS SHALL CONSTITUTE AN OFFENSE AND SPECIFYING A PENALTY; PROVIDING FOR AMENDMENTS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1. That there is hereby established in the City of Shawnee, a nine-one-one emergency number service.

SECTION 2. Short Title.

This ordinance shall be known and may be cited as the "Nine-One-One Emergency Number Ordinance."

SECTION 3. Purpose.

It is the purpose of the Nine-One-One Emergency Number Ordinance to establish the number nine-one-one (911) as the primary emergency telephone number for use throughout the City in order to expedite the response of police, fire, medical rescue and other emergency services to any person calling the telephone number nine-one-one (911). The Board of Commissioners finds and declares that:

1. It is in the public interest to shorten the time required for a citizen to request and receive emergency aid;

2. Numerous different emergency telephone numbers currently exist throughout the City;

3. Provision of a single, primary three-digit emergency number through which emergency services can be quickly and efficiently obtained would provide a significant contribution to law enforcement and other public safety efforts by making it less difficult to quickly notify public safety personnel.

SECTION 4. Definitions.

As used in the Nine-One-One Emergency Number Ordinance, unless the context otherwise requires:

1. "Emergency telephone service" means a telephone system utilizing a three-digit number, nine-one-one (911), for reporting to the appropriate public agency in police, fire, medical or other emergency situations;

2. "Emergency telephone tax" means a tax to finance the operation of emergency telephone service;

3. "Governing body" means the Board of Commissioners of the City of Shawnee;

4. "Local exchange telephone company" means any company providing exchange telephone services to any service user in this

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5-20-87 Cy to BAY & SNS

City;

5. "Person" means any individual, firm, partnership, co-partnership, joint venture, association, cooperative organization, private corporation, whether organized for profit or not, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee or trustee in bankruptcy, state, any political subdivision of the state, state agency, department, commission, board, bureau or any other service user;

6. "Public agency" means any city, town, county, municipal corporation, public district or public authority located within this state which provides or has authority to provide fire fighting, law enforcement, ambulance, emergency medical or other emergency services;

7. "City" or "The City" means the City of Shawnee;

8. "Service User" means any person not otherwise exempt from taxation, who is provided exchange telephone service in this City; and

9. "Tariff rate" means the rate or rates billed by local exchange telephone company stated in tariffs applicable for such company, as approved by the Oklahoma Corporation Commission, which represent the recurring charges of such local exchange telephone company for exchange telephone service or its equivalent, exclusive of all taxes, fees, licenses or similar charges whatsoever.

SECTION 5. Emergency telephone service and tax.

A. The governing body hereby provides for the operation of an emergency telephone service within the City and hereby levies an emergency telephone tax for such service in areas within the City, for which emergency telephone service has been contracted. The governing body hereby levies such tax in an amount not to exceed five percent (5%) during the first year of the tax and not to exceed three percent (3%) in any year thereafter of the tariff rate in areas within the City for which emergency telephone service has been contracted. The exact rate of the tax to be levied for each calendar year shall be established by the governing body as provided for by Section 7 of this Ordinance. The tax hereby imposed shall be for a period of three (3) years after which the governing body may renew the levy of such tax for no longer than three (3) years at a time. This Ordinance shall not take immediate effect, but shall become effective only upon approval thereof by a majority of the votes cast at an election called by the governing body for submission of such question to City voters.

B. The proceeds of the tax shall be utilized to pay for the operation of emergency telephone service as specified in this Ordinance, and may be collected at any time subsequent to execution of a contract with the provider of such service at the discretion of the governing body. Collection of such tax shall not begin prior to ninety (90) days before operation of the emergency telephone service.

C. The emergency telephone tax shall be imposed only upon the amount received from the tariff for exchange telephone service or its equivalent within the City. No such tax shall be imposed upon more than one hundred exchange access lines or their equivalent per person per location.

D. Every billed service user shall be liable for any tax imposed pursuant to this Ordinance until it has been paid to the local exchange telephone company.

E. The duty to collect any tax imposed pursuant to the authority of the Nine-One-One Emergency Number Ordinance from a service user shall commence ninety (90) days before operation of the emergency telephone service; provided, however, no tax shall ever be levied hereunder against any service user within any area of the City for which such service has not been contracted as anticipated in subsection B, above. Taxes imposed pursuant to the authority of this Ordinance and that are required to be collected by the local exchange telephone company shall be added to and may be stated separately in the billings to the service user.

F. The local exchange telephone company shall have no obligation to take any legal action to enforce the collection of any tax imposed pursuant to authority of this Ordinance. The local exchange telephone company shall annually provide the governing body with a list of amounts uncollected along with the names and addresses of those service users which carry a balance that can be determined by the local exchange telephone company to be nonpayment of any tax imposed pursuant to the authority of this Ordinance.

G. Any tax imposed pursuant to the authority provided by this Ordinance shall be collected insofar as practicable at the same time as, and along with, the charges for exchange telephone service in accordance with the regular billing practice of the local exchange telephone service. The tariff rates determined by or stated in the billing of the local exchange telephone company shall be presumed to be correct if such charges were made in accordance with the business practices of the local exchange telephone company. The presumption may be rebutted by evidence which establishes that an incorrect tariff rate was charged.

SECTION 6. Collection of emergency tax - Establishment of rate of tax.

A. The tax imposed pursuant to authority of this Ordinance and the amounts required to be collected are due monthly. The amount of tax collected in one (1) month by the local exchange telephone company shall be remitted to the governing body no later than thirty (30) days after the close of the month in which such taxes were collected. On or before the last day of each month, a return for the preceding month shall be filed with the governing body in such form as the governing body and local exchange telephone company shall agree. The local exchange telephone company required to file the return shall deliver the return together with a remittance of the amount of the tax payable to the City Treasurer for deposit into a special revenue fund. The local exchange telephone company shall maintain records of the amount of any tax collected in accordance with the provisions of this Ordinance. Such records shall be maintained for a period of one (1) year from the time the tax is collected.

B. From every remittance to the governing body made on or before the date when the same becomes due, the local exchange telephone company required to remit the same shall be entitled to deduct and retain, as an administrative fee, an amount not exceeding three percent (3%) thereof.

C. At least once each calendar year, the governing body shall establish a tax rate not to exceed the amount authorized by the provisions of Section 5 of this Ordinance that, together with any surplus revenues, will produce sufficient revenues to fund the expenditures authorized by the Nine-One-One Emergency Number Ordinance. Amounts collected in excess of that necessary within a given year shall be carried forward to subsequent years. The governing body shall make its determination of such tax rate each year no later than September 1 and shall fix the new rate to take effect commencing with the first billing period of each service user on or following the next January 1. Immediately upon making its determination and fixing the rate, the governing body shall publish in its minutes the new rate, and it shall, at least ninety (90) days before such new rate will become effective, notify by certified mail every local exchange telephone company providing emergency telephone service to areas within the jurisdiction of the governing body. The governing body may at its own expense require an annual audit of the books and records of the local exchange telephone company concerning the collection and remittance of the tax authorized by the Nine-One-One Emergency Number Ordinance.

SECTION 7. Rate of emergency telephone tax for calendar year.

The rate of the emergency telephone tax for each calendar year to be established as provided for by Section 6 of this Ordinance shall be set by separate resolution of the governing body.

SECTION 8. False alarm, complaint or information - violations penalty.

No person shall call the number nine-one-one (911) for the purpose of making a false alarm or complaint or reporting false information which could result in the dispatch of emergency services from any public agency as defined in Section 4 of this Ordinance. Any person violating the provisions of this section, upon conviction, shall be guilty of an offense punishable by a fine not to exceed Two Hundred (\$200.00) dollars plus costs.

SECTION 9. Amendments.

The provisions of this Ordinance may be amended as the governing body deems necessary for the purpose of improving emergency service or administration or for the purpose of bringing the Ordinance into conformance with amendments made by the Oklahoma Legislature to the "Nine-One-One- Emergency Number Act."

SECTION 10. Severability.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 11. Emergency.

That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this 18th day of May, 1987.

Buren E. Wilson
VICE MAYOR

ATTEST:

Clara Hurst
City Clerk

PUBLISHED IN FULL

LEGAL NOTICE

ORDINANCE NO. 1396NS

AN ORDINANCE RELATING TO PUBLIC HEALTH AND SAFETY; ESTABLISHING THE NINE-ONE-ONE EMERGENCY NUMBER ORDINANCE; PROVIDING A SHORT TITLE; DECLARING A PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR EMERGENCY TELEPHONE SERVICE AND TAX; PROVIDING FOR COLLECTION OF SUCH TAX; PROVIDING FOR THE ESTABLISHMENT OF THE RATE OF SUCH TAX FOR THE CALENDAR YEAR; PROVIDING THAT FALSE ALARMS, COMPLAINTS OR CERTAIN FALSE INFORMATIONS SHALL CONSTITUTE AN OFFENSE AND SPECIFYING A PENALTY; PROVIDING FOR AMENDMENTS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

PASSED AND APPROVED THIS 18th DAY OF May, 1987.


ACTING MAYOR

ATTEST:


CLARA HURST, CITY CLERK

(ATTACH COPY OF NOTICE TO
SPACE BELOW)

In the Court of Pottawatomie County, State of Oklahoma

AFFIDAVIT OF PUBLICATION

State of Oklahoma)
) SS.
County of Pottawatomie)

Cindy Valois

....., of lawful age, being duly sworn

and authorized, says that he is Legal Adv. Agency of the Shawnee News-Star, a daily newspaper printed in the City of Shawnee, Pottawatomie County, Oklahoma, a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication

and not in a supplement, on the following dates:

May 22 19 87

Publishing Fee \$ 92.63

Signature

Subscribed and sworn to before me this 22 day of May 19 87

Notary Public

My commission expires:

11-26-88

RESOLUTION NO. _____

A RESOLUTION RENEWING ORDINANCE NUMBER 1396NS THE "NINE-ONE-ONE EMERGENCY NUMBER ORDINANCE" FOR THE PERIOD OF APRIL 6, 2023 TO APRIL 5, 2026.

WHEREAS, Ordinance No. 1396NS of the City of Shawnee, Oklahoma was approved and became effective on May 18, 1987, establishing the emergency Nine-One-One service for the City of Shawnee, Oklahoma; and

WHEREAS, Section 5(A) of Ordinance No. 1396NS established a three-year period for said ordinance with renewal periods of three years to be exercised by the City Commission of the City of Shawnee, Oklahoma; and

WHEREAS, the Nine-One-One emergency telephone service for the City of Shawnee Oklahoma, has successfully assisted the citizenry of the City of Shawnee in receiving swift and effective emergency assistance when it has been needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA, that Ordinance Number 1396NS, the "Nine-One-One Emergency Number Ordinance" be renewed for the period of April 6, 2023 to April 5, 2026.

PASSED AND APPROVED THIS ____ DAY OF MARCH, 2023.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of a resolution setting the 9-1-1 Emergency Tax Rate.

Background: On May 18, 1987, Ordinance No. 1396NS was approved, which established the emergency 911 service for the City of Shawnee.

Section 5(A) of the ordinance set the emergency telephone service tax of 3% to be utilized for the operation of emergency telephone service. Section 6(C) states that the City Commission reviews and establishes a rate annually, not to exceed the original rate.

It is recommended that the rate remain at 3%.

Financial Impact: None

Attachments: Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION SETTING THE NINE-ONE-ONE EMERGENCY TAX RATE.

WHEREAS, Ordinance No. 1396NS of the City of Shawnee, Oklahoma was approved and became effective on May 18, 1987, establishing the emergency Nine-One-One service for the City of Shawnee, Oklahoma; and

WHEREAS, Section 5(A) of Ordinance No. 1396NS established an emergency telephone service tax of 3% to be utilized to pay for the operation of emergency telephone service for the City of Shawnee, Oklahoma; and

WHEREAS, Section 6(C) of Ordinance No. 1396NS states that the City Commission shall establish a rate at least once each calendar year, not to exceed the previously approved rate; and

WHEREAS, it is the recommendation of the City Commission to maintain the current rate of 3%.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA, that the Nine-One-One Emergency Service Tax Rate be set at 3%.

PASSED AND APPROVED THIS ____ DAY OF MARCH, 2023.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Highland Street Sidewalk Improvements (Open)

Background: This item is a bid opening for the Highland Street Sidewalk improvement project. The project extends from Harrison to Bryan on the South side of Highland Street.

Financial Impact: N/A

Attachments: Notice to Bidders, Bid Documents, Plan Holder's List, Addendum No. 1

Staff Recommendation: N/A

Publish in the Shawnee News Star on Dates: February, 7, 2023, February, 28, 2023, and March, 7, 2023.

NOTICE TO BIDDERS:

SEALED PROPOSALS must be hand delivered to the City of Shawnee (City Clerk's Office) at 16 W. 9th St., Shawnee, OK 74801-6812, AND WILL NOT BE ACCEPTED AFTER 4:00 p.m. ON MONDAY, MARCH 20, 2023. The scheduled bid opening date is MONDAY, MARCH 20, 2023. Proposals will be publicly read aloud at the Board Meeting held at 6:00 p.m., Central Time at the City of Shawnee at 16 W. 9th St., Shawnee, OK, for the work listed below.

SIDEWALK PROJECT – EAST HIGHLAND STREET CORRIDOR BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

Each separate proposal shall be accompanied by a Certified or Cashier's Check or Bid Bond equal to 5% of the bid made payable to the order of the City of Shawnee, as a proposal guaranty. Proposal checks will be held or returned by the City.

This work will be done under the 2019 Oklahoma Standard Specifications for Highway Construction.

Plans, forms of proposal, contracts and specifications may be examined at, and purchased from:

Crafton Tull and Associates
300 Pointe Parkway Blvd.
Yukon, OK 73099
405-787-6270

Shawnee City Hall
16 W. 9th St.
Shawnee, OK 74802
405-878-1760

Full-size Plans and Documents	\$ 25.00
CD of plans and Documents	\$ 10.00

No refunds will be made on the above cost. The cost of the bidding document will be borne by prospective bidder. Bidder must be on the Engineer's official plan holder's list in order to receive addendums and submit a bid.

Upon award of contract to a successful bidder, the contract will be completely and correctly executed by the contractor and returned to the City within ten (10) working days from the date of award. The City will have thirty (30) working days from the date of award to complete its execution of the contract.

The City of Shawnee hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business programs will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

The City of Shawnee reserves the right to reject any and all proposals.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 10:00 A.M. ON March, 7, 2023, AT SHAWNEE CITY HALL.

Additional information may be obtained by contacting Crafton Tull & Associates 405-787-6270. The City of Shawnee reserves the right to reject any or all bids without assigning a reason thereof.

CITY OF SHAWNEE
SHAWNEE, OKLAHOMA

By: 
City Manager

Contractor_____

PROPOSALS MUST BE RECEIVED BY MONDAY,
MARCH 20, 2023 AT 4:00 P.M.

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
SIDEWALK PROJECT
EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE

BID OPENING:
MONDAY, MARCH 20, 2023 AT 6:00 P.M.

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

PREPARED BY:

Crafton Tull and Associates
300 Pointe Parkway Blvd.
Yukon, OK 73099

CITY OF SHAWNEE
16 West 9th Street SHAWNEE, OK 74801-6812

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, MARCH 20, 2023 AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY MARCH 20, 2023 AT
THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE
COUNTY: POTTAWATOMIE
DESCRIPTION: SIDEWALK IMPROVEMENTS
LOCATION: EAST HIGHLAND STREET CORRIDOR – BETWEEN N. HARRISON AVE. AND
N. BRYAN AVE.

AMOUNT OF CONTRACT GUARANTEE: FIVE PERCENT (5%) OF THE BID.

NOTE: PROPOSAL SHOULD BE FILLED OUT WITH PEN AND INK. UNIT PRICES MUST BE SHOWN IN
NUMERALS FOR EACH ITEM LISTED IN THIS PROPOSAL.

NOTICE: ***ENCLOSE YOUR COMPLETED, PRINTED SCHEDULE OF BID ITEMS IN THE
SEALED ENVELOPE WITH YOUR BID DOCUMENT.

SIGN: CONTRACTOR'S PERFORMANCE RECORD
BUSINESS RELATIONSHIP AFFIDAVIT
NON-COLLUSION BIDDING CERTIFICATION
STATUS VERIFICATION SYSTEM AFFIDAVIT

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY
PARTS THEROF AND MUST NOT BE DETACHED.

THIS PROPOSAL ISSUED TO:

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA
ATTORNEY GENERAL'S OFFICE AT TELE. NO 405-521-3921.

CITY OF SHAWNEE

TABLE OF CONTENTS

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

BIDDING

NOTICE TO BIDDERS

CONTRACT REQUIREMENTS

SCHEDULE OF BID ITEMS

CONTRACTOR PERFORMANCE RECORD

BUSINESS RELATIONSHIPS AFFIDAVIT

NON-COLLUSION BIDDING CERTIFICATION

STATUS VERIFICATION SYSTEM AFFIDAVIT

CONTRACT

CONTRACT FORM (AFFIDAVIT)

AUTHORIZATION FOR WAIVER & DISCLOSURE OF TAX INFORMATION

CHANGE ORDERS OR ADDENDA

DEFECT BOND

PERFORMANCE BOND

STATUTORY AND PAYMENT BOND

Publish in the Shawnee News Star on Dates: February, 7, 2023, February, 28, 2023, and March, 7, 2023.

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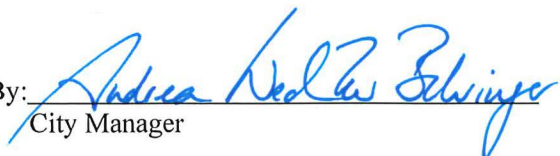
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Additional information may be obtained by contacting Crafton Tull & Associates 405-787-6270. The City of Shawnee reserves the right to reject any or all bids without assigning a reason thereof.

CITY OF SHAWNEE
SHAWNEE, OKLAHOMA

By: 
City Manager

CITY OF SHAWNEE
CONTRACT REQUIREMENTS

SIDEWALK PROJECT –EAST HIGHLAND STREET CORRIDOR BETWEEN N. HARRISON AVE. AND
N. BRYAN AVE, CITY OF SHAWNEE

RATES FOR LIQUIDATED DAMAGES FOR THIS PROJECT WILL BE \$1,000.00 PER CALENDAR DAY.

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 180 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00 %.

BIDS WILL BE CONSIDERED NON-RESPONSIVE AND MAY NOT BE READ IF ANY OF
THE FOLLOWING THINGS ARE DONE:

- (A) Any unit price is left blank.
- (B) Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bid adjacent to each such change or alteration.
- (C) Proposal must be signed in black or blue ink by the individual in a sole proprietorship, one or more members of a partnership or a duly authorized officer of a corporation.
- (D) Proposals containing any omission.
- (E) Alterations of Proposal. All papers bound with or attached to proposal forms are necessary parts thereof and must not be detached.
- (F) Additions to Proposal.
- (G) Conditions not called for.
- (H) Conditional or alternate bids unless called for.
- (I) A clause in which the bidder reserves the right to accept or reject a Contract awarded to him.
- (J) Incomplete bids.
- (K) More than one proposal from an individual, firm, partnership, joint venture or corporation whether under the same or different name.

UNBALANCED BIDS: The City will not allow any unbalancing of unit bid prices. In this regard, the unit price bid per item shall not be less than the invoice price to the Contractor. If, in their sole opinion, the City deems the bid to be unbalanced, they reserve the right to reject such a bid.

ADDENDA TO THE CONTRACT: Any addendum form is part of this contract. The original contract documents remain in full force and effect, except as modified by addenda which shall take precedence over any contrary or conflicting provisions in the prior documents.

Each addendum must be acknowledged by signing the Receipt of Transmission sheet of the addendum. Return as instructed on the addendum transmittal form prior to submittal of your bid.

DETAILED BID FORM

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

Detailed bids shown below shall reflect all related project costs including, but not limited to, equipment, materials, labor, overhead and profit for installation and construction of each item per the drawings and specifications. Contractor is responsible for verifying quantities. See Appendix I to the Instructions to Bidders for directions and a sample Detailed Bid Form.

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	1	LSUM	Mobilization (SP)		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
2.	1300	C.Y.	Unclassified Excavation		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
3.	1	LSUM	Clearing and Grubbing		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
4.	1	LSUM	SWPPP Documentation and Management		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
5.	450	L.F.	Remove Curb		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
6.	600	S.Y.	Remove Sidewalk		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
7.	1390	S.Y.	Remove Existing Driveway/Pavement		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
8.	115	L.F.	Combined Curb & Gutter (6" Barrier)		
				Dollars	\$_____ \$_____
(Dollars per unit written)					
9.	215	L.F.	Curb (Variable Height 1"-12")		
				Dollars	\$_____ \$_____
(Dollars per unit written)					

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
10.	4200	S.Y.	Concrete Sidewalk		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
11.	730	S.Y.	Concrete Sidewalk with Stamped Brick Accent		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
12.	80	L.F.	Concrete Flume		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
13.	1200	S.Y.	6" PC Concrete Driveway (HES)		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
14.	1100	C.Y.	Aggregate Base Type "A"		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
15.	550	S.F.	Tactile Markers/Truncated Domes		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
16.	400	S.Y.	ADA Curb Ramp		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
17.	2000	S.Y.	Solid Slab Sodding		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
18.	600	L.F.	Handrail Steel (1.5")		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
19.	10	E.A.	Remove and Reset Signs		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
20.	400	L.F.	Remove Fence		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
21.	400	EA.	Installation of Fence		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
22.	1580	L.F.	Traffic Stripe (Plastic)(Yellow)(4"Wide)		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
23.	770	L.F.	Traffic Stripe (Plastic)(White)(24"Wide)		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
24.	1	LSUM	Construction Signing & Traffic Control		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
25.	5	EA.	Adjust Valve Box to Grade		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
26.	3	EA.	Adjust Manhole to Grade		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
27.	4	EA.	Adjust Traffic Pull Box to Grade		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
28.	11	EA.	Adjust Water Meter Box to Grade		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					
29.	4	EA.	Relocate Traffic Equipment / Signal Control Box		
				Dollars	\$_____ \$_____
<i>(Dollars per unit written)</i>					

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
30.	1	EA.	Relocate Water Meter		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
31.	3	EA.	Relocate Fire Hydrant		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
32.	1	EA.	Tree Removal (Up to 6" Caliper)		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
33.	1	EA.	Tree Removal (6" to 12" Caliper)		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
34.	1	EA.	Tree Removal (Over 12" Caliper)		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
35.	500	L.F.	Retaining Wall (2")		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
36.	200	L.F.	Retaining Wall (3")		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
37.	200	L.F.	Retaining Wall (4")		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
38.	319	L.F.	Remove Existing Retaining Wall		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
39.	18	EA.	Remove and Reset Mailbox		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	
40.	3	EA.	Adjust Storm Grate to Grade		
				Dollars	\$ _____ \$ _____
				<i>(Dollars per unit written)</i>	

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
41.	1	LSUM	Construction Staking		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
42.	43	EA.	4" DIA. Bollards		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
43.	1	LSUM	Remove and Replace Exist. Steel Pipe Fence		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
44.	2	TON	Superpave, Type S4 (PG 76-28 OK)		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
45.	1	LSUM	Construction Allowance		
				Dollars	\$30,000.00 \$30,000.00
<i>(Dollars per unit written)</i>					
46.	1	LSUM	Temp. Erosion Control Methods		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
BASE BID SUBTOTAL (Sum of ITEMS 1-46)					
				Dollars	\$ _____
<i>(Dollars per unit written)</i>					

CITY OF SHAWNEE
CONTRACTOR'S PERFORMANCE RECORD

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

Submitted by _____,
A Corporation
A Co-partnership
An Individual

Principal Office

(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

CITY OF SHAWNEE
CONTRACTORS PERFORMANCE RECORD (CONT.)

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

The Contractor is aware that:

“The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor’s rights, title, or interests therein without the written or electronic consent of the City Manager or his authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage.”

Dated at _____, this _____ day of _____, 20_____

By _____

Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
BUSINESS RELATIONSHIPS AFFIDAVIT

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect of which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
NON-COLLUSION BIDDING CERTIFICATION

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

STATE OF OKLAHOMA)
) SS
COUNTY _____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. Any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
 - c. Any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20____.

(Signature)

(Print Name)

(Position in the Company)

STATUS VERIFICATION SYSTEM AFFIDAVIT

CITY OF SHAWNEE

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Commission Number: _____

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this _____, 2023, between the City of Shawnee, (hereinafter called the "City"), and _____ acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to build and complete:

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR BETWEEN N. HARRISON AVE. AND N. BRYAN AVE, CITY OF SHAWNEE

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

in accordance with the plans on file with the City of Shawnee, Oklahoma, designated as: CITYWIDE OVERLAYS

and with the Oklahoma Standard Specifications for Highway Construction, 2019 Edition, (the "Specifications"), with the Proposal filed with the City of Shawnee on MONDAY, March 20, 2023 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City's cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
An Individual – A Member of the Firm – Vice-President Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 } SS.
COUNTY OF _____}

This instrument was acknowledged before me on _____, _____

Notary Public

(SEAL)

My commission expires: _____

CITY OF SHAWNEE
CONTRACT AFFIDAVIT

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE.
CITY OF SHAWNEE

STATE OF OKLAHOMA)
) SS
COUNTY _____)

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s) he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

Subscribed and sworn to before this _____ day of _____, 20____.

Notary Public _____

My Commission expires: _____

CITY OF SHAWNEE
AUTHORIZATION FOR WAIVER AND DISCLOSURE OF TAX INFORMATION

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE.
CITY OF SHAWNEE

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___No___
2. Did you bring material from out of state into Oklahoma? Yes___No___
3. Period of the contract: From_____To_____
4. Have you held previous contracts with the City of Shawnee? Yes___No___
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes___No___

OTC Signature

Date

CITY OF SHAWNEE

CHANGE ORDERS OR ADDENDA

MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE.
CITY OF SHAWNEE

If this contract is governed by the Oklahoma Public Competitive Bidding Act of 1974, then Section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 O.S. §121 states as follows:

- A. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- D. If the awarding public agency does not have a governing body, the chief administrative officer of the awarding public agency shall approve change orders. The State Construction Administrator of the Construction and Properties Division of the Department of Central Services, or the administrator's designee, shall sign and execute all contracts and change orders, as they relate to state agencies.
- E. If the awarding public agency has a governing body, all change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality or technology center may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.
- F. The governing body of the Oklahoma Tourism and Recreation Department is authorized, upon approval of a majority of all of the members of the Oklahoma Tourism and Recreation Commission, to delegate to the Director of the agency the authority to approve change orders on a construction contract provided that the individual change order does not exceed Twenty-five Thousand Dollars (\$25,000.00) in expenditure and complies with the limits established by this section. The Administrator of the Division shall sign and execute all contracts and change orders.
- G. The Transportation Commission may, by rule, authorize the Director of the Department of Transportation to approve change orders in an amount of not to exceed Five Hundred Thousand Dollars (\$500,000.00). Change orders approved by the Director shall be presented to the Transportation Commission during the next regular meeting and the reasons therefor recorded in the permanent records. The City of Shawnee may authorize the Director of the Authority to approve change orders in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Change orders approved by the Director of the Authority shall be presented to the

Authority during the next regular meeting and the reasons for the orders recorded in permanent records.

H. All change orders for the Department of Transportation or the Authority shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

MAINTENANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone: (____) _____, as Principal, and

_____, a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____)

in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20__, for the construction or performance of:

**PROJECT: SIDEWALK PROJECT –EAST HIGHLAND STREET CORRIDOR
 BETWEEN N. HARRISON AVE. AND N. BRYAN AVE.**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the “Project”) all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and timely remedy or correct all defective workmanship and materials appearing in the Project within one year from and after its acceptance by the City of Shawnee, and if the Principal shall pay or cause to be paid all those entities who furnish labor and material to correct or remedy such defects and shall otherwise hold harmless and indemnify the City of Shawnee for all costs it might incur in remedying said defects, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety agrees that no quantity overruns, changes in the work or alterations in the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and that no deviations in the plan or mode of procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day of _____, 20__.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:
Street/P. O. Box _____ City,
State, Zip Code _____
Telephone (____) _____ as Principal, and
_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is
Street/P. O. Box _____, City,
State, Zip Code _____,
as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20__, for the construction or performance of:

**PROJECT: MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE.**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND DRIVEWAY REPLACEMENT

(hereinafter the “Project”) all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal’s right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal’s rights arising out of the Contract, including all

deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of SHawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ day of _____, 20__.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

STATUTORY PAYMENT BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (____) _____, as Principal, and

_____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the State of Oklahoma and the City of Shawnee, in the penal sum of not less than _____

_____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

**PROJECT: MULTIPLE SIDEWALK DESIGN PROJECT –EAST HIGHLAND STREET CORRIDOR
BETWEEN N. HARRISON AVE. AND N. BRYAN AVE.**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND DRIVEWAY REPLACEMENT

(hereinafter the “Project”) all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City

of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes, Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual/Proprietor/Partner/Authorized Officer

SURETY

By: _____ Authorized Attorney-in-Fact or an Authorized
Officer of Surety

SUBSCRIBED before me, a Notary Public, by the Principal's representative on this _____ day of _____, 20__.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

CITY OF SHAWNEE - HIGHLAND SIDEWALK IMPROVEMENTS

Bid Set #	Company	Address	Contact Information
	SW Construction News	5031 South 33rd West Avenue, Suite #210 Tulsa, OK 74107 918-493-5066	Thressie Terrell thressie@swcnews.com
1	EMC Services, LLC	1400 SW 56th Oklahoma City, Ok 73119 405-605-8131	Kaitlin Alba emcservicesllc16@gmail.com
2	Rudy Construction	PO Box 14575 OKC, OK 73113 405-478-9900	Kati Ratliff bids@rudycc.com
3	Haskell lemon	PO Box 75608 Oklahoma City, Ok 73147 405-947-6069	Patrick Rother bids@haskellemon.com
4	CP Integrated	3007 NW 63rd St. OKC, OK 73116 405-627-7280	Jay Hughes jhughes@cpiokc.com
5	SAC Services Inc.	3600 S. Ross Ave. OKC, Ok 73119 405-684-9057	Joe Martinez mtzpaty@ymail.com
6	MTZ Construction	3545 SW 37th St. Oklahoma City, OK 73119 405-225-1115	Adrian Martinez mtzconstruction2012@hotmail.com
7	Downey Contracting, LLC	3217 NE 63rd St. OKC, OK 73121 405-478-5277	David Vaughn bids@downeycontracting.com

THE CITY OF SHAWNEE

APPROVAL SHEET

Sidewalk East Highland Street Corridor
Between North Harrison Ave., and
N Bryan Avenue

ADDENDUM NO. 1

Prepared by:

Crafton Tull & Associates, Inc.



Michael Williams, P.E., Project Engineer



Recommended for Approval



Seth Barkhimer, City Engineer

**ADDENDUM NO. 1
TO THE
CONTRACT & BIDDING DOCUMENTS
For
Shawnee Sidewalk East Highland Street
Corridor Between North Harrison Ave.
And N. Bryan Avenue**

The Addendum No. 1 shall modify and take precedence over the original specification and plans for the above reference project.

QUESTIONS WITH CLARIFICATION/ANSWER:

1. Will light poles be removed and relocated by others? Yes, the light poles should be removed before the Notice to Proceed is issued.
2. Is the project sales tax exempt? Yes, the project will be sales tax exempt. The tax-exempt letter will be provided to the awarded contractor.
3. Is the maintenance bond 1 or 2 years? The maintenance bond shall be 100% for one (1) year.
4. Does bid item #31 require new fire hydrants? No, new fire hydrants will not be required.
5. What is the construction allowance? The construction allowance is an amount the City of Shawnee has added into the bid items that may be used for unforeseen items to allow the construction to move forward and to avoid change orders.

BID ITEMS

Replace the Detailed Bid Form with the attached Detailed Bid Form

PLANS

Replace Plan Sheet C-002 with the attached Plan Sheet C-002.

Attachments:

Pre-Bid Meeting Attendees
Detailed Bid Form
Plan Sheet C-002

END OF ADDENDUM NO. 1

CITY OF SHAWNEE
SIDEWALK – EAST HIGHLAND STREET CORRIDOR
BETWEEN NORTH HARRISON AVE. AND N. BRYAN AVENUE

Sign – In Sheet
PRE-WORK MEETING
MONDAY, MARCH 7, 2023 @ 10:00 a.m.

**PLEASE PRINT LEGIBLY.

Company Name	Mailing Address/ Phone & Fax	Representative Name & Signature	e-mail Address
CITY OF SHAWNEE	222 N. Broadway Shawnee, OK 405-878-1506	Seth Barkhimer, PE City Engr	Seth.barkhimer@shawneeok.com
Crafton Tull	300 Pointe Parkway Blvd. Yukon, OK 73099 405-787-6270	Michael Williams, PE Project Manager	Michael.Williams@craftontull.com
Eme Services LLC	1400 SW 56th St OKC OK 73119 405 605 8131	Raitlin Aelba Secretary	emeservicesllc16@gmail.com
Emc Services LLC	11	Saul Elizondo owner	11
Rudy Construction	PO Box 14575 OKC OK 73113 405-478-4400	Kari Ratliff	bids@rudycc.com
Haskell Lemon Group	3800 SW 10th OKC	Patrick Rother Patrick Rother	bids@haskelllemon.com
CPI Integrated Services	3007 NW 63rd St Ste 205 OKC 73116	Jay Hughes Jay Hughes	jhughes@cpiokc.com
SAC Services inc	3400 S. Ross Ave OKC OK 73119	Joe Martinez Arturo	arturo@sacservicesinc.com
MTZ Construction	3545 SW 37th St OKC OK 73119	Adrian Martinez Adrian Martinez	mtzconstruction2012@hotmail.com
CITY OF SHAWNEE	111 S KICKAPOO	BRAD SCHMIDT PUBLIC WORKS DIRECTOR	BRADLEY.SCHMIDT@shawneeok.org

Sign – In Sheet
PRE-WORK MEETING
MONDAY, MARCH 7, 2023 @ 10:00 a.m.

[illegible]

DETAILED BID FORM

**Shawnee Multiple Sidewalk Design Project
East Highland Street Corridor
Between N. Harrison Ave and N. Bryan Ave**

Detailed bids shown below shall reflect all related project costs including, but not limited to, equipment, materials, labor, overhead and profit for installation and construction of each item per the drawings and specifications. Contractor is responsible for verifying quantities. See Appendix I to the Instructions to Bidders for directions and a sample Detailed Bid Form.

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	1	LSUM	Mobilization (SP)		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
2.	1300	C.Y.	Unclassified Excavation		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
3.	1	LSUM	Clearing and Grubbing		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
4.	1	LSUM	SWPPP Documentation and Management		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
5.	450	L.F.	Remove Curb and Gutter		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
6.	600	S.Y.	Remove Sidewalk		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
7.	1390	S.Y.	Remove Existing Driveway/Pavement		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
8.	115	L.F.	Combined Curb & Gutter (6" Barrier)		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
9.	215	L.F.	Curb (Variable Height 1" - 12")		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
10.	4200	S.Y.	Concrete Sidewalk		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
11.	730	S.Y.	Concrete Sidewalk with Stamped Brick Accent		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
12.	80	L.F.	Concrete Flume		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
13.	1200	S.Y.	6" PC Concrete Driveway (HES)		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
14.	1100	C.Y.	Aggregate Base Type "A"		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
15.	550	S.F.	Tactile Markers/Truncated Domes		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
16.	400	S.Y.	ADA Curb Ramp		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
17.	2000	S.Y.	Solid Slab Sodding		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
18.	600	L.F.	Galvanized Steel Handrail (3")		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
19.	10	EA.	Remove and Reset Signs		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				
20.	400	L.F.	Remove Fence and Railing		
				Dollars	\$ _____ \$ _____
	<i>(Dollars per unit written)</i>				

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
21.	400	L.F.	Installation of Fence		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
22.	1580	L.F.	Traffic Stripe (Plastic)(Yellow)(4"Wide)		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
23.	770	L.F.	Traffic Stripe (Plastic)(White)(24"Wide)		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
24.	1	LSUM	Construction Signing & Traffic Control		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
25.	5	EA.	Adjust Valve Box to Grade		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
26.	3	EA.	Adjust Manhole to Grade		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
27.	4	EA.	Adjust Traffic Pull Box to Grade		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
28.	11	EA.	Adjust Water Meter Box to Grade		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
29.	2	EA.	Relocate Signal Pull Box/Signal Control Box		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
30.	1	EA.	Relocate Water Meter		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
31.	3	EA.	Relocate Fire Hydrant		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
32.	1	EA.	Tree Removal (Up to 6" Caliper)		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
33.	1	EA.	Tree Removal (6" to 12" Caliper)		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
34.	1	EA.	Tree Removal (Over 12" Caliper)		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
35.	500	L.F.	Retaining Wall (2')		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
36.	200	L.F.	Retaining Wall (3')		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
37.	200	L.F.	Retaining Wall (4')		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
38.	319	L.F.	Remove Existing Retaining Wall		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
39.	18	EA.	Remove and Reset Mailbox		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
40.	3	EA.	Adjust Storm Grate to Grade		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
41.	1	LSUM	Construction Staking		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					
42.	43	EA.	8" DIA. Bollards		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
43.	1	LSUM	Remove and Replace Exist. Steel Pipe Fence		
				Dollars	\$
<i>(Dollars per unit written)</i>					
44.	2	TON	Superpave, Type S4 (PG 76-28 OK)		
				Dollars	\$
<i>(Dollars per unit written)</i>					
45.	1	EA.	Construction Allowance		
				Dollars	\$
<i>Thirty Thousand and no/100 -----</i>					\$ <u>30,000.00</u>
<i>(Dollars per unit written)</i>					
BID TOTAL					
				Dollars	\$
<i>(Dollars written)</i>					

[illegible]

THE FOLLOWING ITEMS SHALL BE INCIDENTAL:

1. SAW CUTTING OF PAVEMENT.
2. ALL COST FOR BRACING AND SUPPORTING EXISTING UTILITIES AND STRUCTURE SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
3. THE TRIMMING OF TREES. TRIM TREES 10' ABOVE NEW SIDEWALK.
4. THE SAW CUTTING AND JOINT SEALING OF THE NEW CONCRETE SIDEWALK, PAVEMENT AND DRIVES.
5. ALL OTHER ITEMS NOT SPECIFICALLY CALLED OUT IN THE PAY ITEM TABLE ABOVE.

PAY ITEM NOTES :

1. THIS ITEM INCLUDES AN ADDITIONAL 10% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER.
2. INCLUDES COMPACTION OF AGGREGATE TO 95% MODIFIED PROCTOR.
3. CONSTRUCTION STAKING SHALL INCLUDE SURVEYING AND THE FURNISHING PLACING, AND MAINTAINING OF THE CONSTRUCTION LAYOUT STAKES NECESSARY FOR THE PROPER COMPLETION AND INSPECTION OF THE ENTIRE PROJECT.
4. WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN A MANNER APPROVED BY THE ENGINEER.
5. CONTRACTOR SHALL REPAIR ANY IRRIGATION SYSTEM DAMAGE OR REQUIRING RELOCATION DURING THE CONSTRUCTION OF THIS PROJECT TO THE SATISFACTION OF THE PROPERTY OWNER AND CITY OF SHAWNEE. COST SHALL BE INCLUDED IN THE PRICE OF THE BID.
6. EROSION PROTECTION SHALL BE PLACED AROUND DRAINAGE INLETS AS REQUIRED TO PREVENT ENTRANCE OF EROSION MATERIAL. EROSION PROTECTION (SILT FENCE) SHALL BE PLACED AS NECESSARY TO PREVENT EROSION WASH INTO ADJACENT PROPERTY. ALL EROSION PROTECTION INSTALL SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT.
7. THE PAY ITEM FOR SOLID SLAB SODDING INCLUDES QUANTITIES FOR PLACEMENT AND COMPACTION OF SUITABLE BACKFILL AND SOD AT EXISTING GRASS AREAS WHICH MAY BE DAMAGED DURING CONSTRUCTION OF CURBS, SIDEWALKS, AND OR DRIVEWAYS AND ITEMS TO BE RESET OR RELOCATED. THE QUANTITIES AREA BASED ON A 3 FOOT WIDE STRIP IN THESE AREAS. THE SOD SHALL BE OF LIKE KIND TO THE EXISTING SOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF DAMAGE TO EXISTING GRASS EXCEEDING THOSE LIMITS.
8. PAY ITEM INCLUDE MOWING WITHIN THE RIGHT OF WAY AS DIRECTED BY THE CITY OF SHAWNEE.
9. THE COST OF WATERING AND FERTILIZING SHALL BE INCLUDED, FERTILIZERS SHALL BE 10-20-10. FERTILIZER SHALL BE APPLIED PER ODOT STANDARD SPECIFICATION 2019.
10. SIDEWALK PANELS ON EACH SIDE OF THE CONCRETE DRIVEWAYS SHALL BE A MINIMUM THICKNESS OF 8", OR MATCH THE EXISTING THICKNESS, WHICH EVER IS GREATER. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE COST OF THE THICKENED SIDEWALK.
11. CONTRACTORS SHALL COORDINATE WITH HOMEOWNERS TO RESET ALL PAVERS, LANDSCAPE STONE, PRIVATE FENCES, AND STAIRS THAT ARE DISTURBED DURING CONSTRUCTION. ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED FOR RESETING OF SUCH ITEMS IS TO BE INCLUDED IN THIS PAY ITEM.
12. THE REMOVAL OF CONCRETE STAIRS SHALL BE INCLUDE IN THIS PAY ITEM.
13. INSTALL TRAFFIC STRIPE PER ODOT 2019 SPECIFICATIONS.
14. RUNNING BOND BRICK PATTERN. BRICK RED-COLOR.
15. ALL SAW CUTTING AND REMOVAL SHALL BE INCLUDED IN THE COST OF THE ITEM TO BE ADJUSTED, REMOVED, REPAIRED OR REPLACED.
16. THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.
17. INCLUDES ALL COST OF SAWED JOINTS AND SEALING OF ALL JOINTS INCLUDING LONGITUDINAL JOINTS AND BACKFILL BEHIND THE CURB AND SIDEWALKS.
18. CURB, GUTTER AND/OR SIDEWALK ASSOCIATED WITH THE DRIVEWAY AND THROUGH THE DRIVEWAY IS INCLUDED IN THE COST OF THE DRIVEWAY.
19. MANHOLES, VALVES GRATES ADJUST TO SIDEWALK GRADE SHALL HAVE TRAFFIC RATED LIDS AND SHALL BE ADA SAFE LIDS AND GRATES. THE COST OF ALL ADA LIDS AND GRATES SHALL BE INCLUDED IN THE COST OF THIS LINE ITEM.
20. ALL PLASTIC PAVEMENT MARKINGS SHALL BE EITHER: EXTRUDED-APPLIED THERMOPLASTIC (USE ON ASPHALT PAVEMENT), THERMOPLASTIC PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE SURFACE TEMPERATURE EXCEEDS 55°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION AND MAXIMUM WIND GUSTS ARE BELOW 15 MPH AT THE TIME OF APPLICATION. PRICE BID TO INCLUDE FLEX TABS OR LIKE KIND FOR POST CONSTRUCTION LANE MARKING/SEPARATION. MECHANICALLY APPLIED PREFORMED PLASTIC TAPE ("COLD TAPE") WILL NOT BE ACCEPTED.
21. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.
22. THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.

PAY ITEM NOTES (CONT'D):

- THE COST TO REPLACE REMOVED OR DAMAGED SECTION CORNERS AND ALL OTHER PERMANENT RIGHT OF WAY MARKERS SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM. NO ADDITIONAL PAYMENT WILL BE MADE.
24. PAY ITEM INCLUDES REMOVAL OF ALL STRUCTURES AND OBSTRUCTIONS WITHIN PROJECT LIMITS NOT SPECIFIED BY OTHER ITEMS OF WORK.
25. MOBILIZATION FOR THE PROJECT IS TO BE INCLUDED IN THIS PAY ITEM. THE MAXIMUM ALLOWABLE AMOUNT WILL BE IN ACCORDANCE WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION TABLE 641:1.
26. NOT USED
27. UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE REPAIRED.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF THE CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM.
29. TRAFFIC RATED WATER METER LID SHALL BE INSTALL WHEN METER LIDS ARE LOCATED WITHIN PAVED AREAS. ALL ASSOCIATED COST SHALL BE INCLUDED IN THE PRICE FOR THIS ITEM.
30. RETAINING WALLS SHALL BE TYPE II-A, II-B, OR II-C. ALL ASSOCIATE COST OF THE INSTALLATION OF THE RETAINING WALL (INCLUDING AND NOT LIMITED TO REBAR, FORMS, WEEP HOLES, GRADING, BACKFILL) SHALL BE INCLUDED IN THE PRICE FOR THIS ITEM.
31. REFERENCE SHEET C-004 FOR BOLLARD DETAIL.
32. REFERENCE SHEET C-102 (DRAPER INTERSECTION)
33. REFERENCE SHEET D-504
34. TEMPORARY CONTROL MEASURES INCLUDE THE FOLLOWING: STABILIZED CONSTRUCTION ENTRANCES AND EXITS, SILT DIKES, INLET PROTECTION DEVICES, AND TEMPORARY SEEDING. THE COST OF THE ITEMS SHALL BE INCLUDED IN THE IN THE PRICE FOR THIS ITEM. 
- GENERAL CONSTRUCTION NOTES:
- G1. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND MUST HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE INVERT AND FLOWLINE ELEVATIONS OF ALL WATER LINES, SANITARY SEWERS, STORM DRAINS, DRAINAGE STRUCTURES, AND SURFACE DRAINAGE COURSES PRIOR TO LAYING ANY NEW PIPE.
- THE CONTRACTOR MUST CALL OKIE AT (405) 840-5032 TO HAVE ALL PUBLIC UTILITIES (WATER AND SANITARY SEWER LINES) AND FRANCHISED UTILITIES (ELECTRIC LINES, TELEPHONE CABLES, FIBER OPTIC LINES, CABLE TELEVISION, GAS LINES AND OIL PIPELINES) LOCATED AT LEAST TWO (2) DAYS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR MUST CALL CITY OF SHAWNEE TRAFFIC OPERATION FOR MARKING OF TRAFFIC SIGNAL CONDUIT AND APPURTENANCES AT LEAST (2) WORKING DAYS PRIOR TO STARTING WORK.
- G2. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES AND STRUCTURES, WHETHER SHOWN OR NOT, BOTH PUBLIC AND PRIVATE. ANY DAMAGE TO A UTILITY LINE OR STRUCTURE, BECAUSE OF THE CONTRACTOR'S ACTIONS, SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE TO A CONDITION AS GOOD OR BETTER THAN THAT PRIOR TO THE DAMAGE.
- THE CONTRACTOR MUST CALL 9-1-1 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED OR OTHERWISE DISTURBED.
- G3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
- G4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.
- G5. STREETS AND/OR LANES WITHIN THE CONSTRUCTION ZONE MAY BE CLOSED ONLY UPON THE PRIOR APPROVAL OF THE CITY ENGINEER OR HIS DESIGNEE. FOLLOWING APPROVAL, THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE FOLLOWING AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF THE CLOSING.
- | DEPARTMENT | PHONE # |
|-------------------------|--------------|
| INSPECTION SERVICES | 405-878-1666 |
| TRAFFIC MANAGEMENT | 405-878-1760 |
| POLICE SUPPORT SERVICES | 405-273-2121 |
| FIRE DEPARTMENT | 405-878-1671 |
| EMERGENCY SERVICES | 405-273-5272 |
- G6. THE CONTRACTOR MUST NOTIFY ALL AFFECTED CITY UTILITY CUSTOMERS AT LEAST TWO (2) WORKING DAYS PRIOR TO ANTICIPATED SERVICE INTERRUPTION. ALL WORK MUST BE CARRIED OUT CAREFULLY TO MINIMIZE CUSTOMER SERVICE INTERRUPTION DURING CONSTRUCTION. STREETS TEMPORARILY CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION SHALL REMAIN OPEN TO LOCAL TRAFFIC TO THE MAXIMUM EXTENT PRACTICAL DURING THE WORK. DETOUR ROUTES SHALL BE FURNISHED BY THE ENGINEER. THE CONTRACTOR SHALL FURNISH AND ERECT ALL DETOUR SIGNAGE AS DIRECTED.

GENERAL CONSTRUCTION NOTES (CONT'D):

- G7. ALL CONSTRUCTION MATERIALS AND WORK SHALL CONFORM TO THE APPLICABLE STANDARD OF THE CITY OF SHAWNEE.
- G8. ALL ELEVATIONS SHOWN ARE ON THE MEAN SEA LEVEL (M.S.L.) DATUM. ALL DIMENSIONS TO CURB ARE TO THE BACK OF CURB. ALL DIMENSIONS TO STREET "CENTERLINES" ARE TO THE CENTERLINE OF THE RIGHT-OF-WAY OR SECTION LINE.
- G9. NOTE OMITTED
- G10. ALL FENCES REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPLACED IN KIND WITH FENCING EQUAL TO OR BETTER THAN THE ORIGINAL FENCE. ALL COSTS FOR FENCE REMOVAL AND REPLACEMENT SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
- G11. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION. THE COST FOR SUCH WORK SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS.
- G12. ALL DISTURBED, UNPAVED AREAS WITHIN THE PROJECT LIMITS ON EASEMENTS AND RIGHTS-OF-WAY SHALL BE SODDED, FERTILIZED, AND WATERED IN ACCORDANCE WITH CITY OF SHAWNEE STANDARD SPECIFICATIONS AS REQUIRED UNDER THE "SOLID SLAB SOD" PAY ITEM AS PROVIDED FOR ON THE PLANS. SODDED AREAS SHALL BE REPAIRED AND MAINTAINED UNTIL ALL PORTIONS OF THE PROJECT ARE COMPLETE AND APPROVED FOR FINAL ACCEPTANCE. ALL OTHER AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE RESTORED IN A MANNER ACCEPTABLE TO THE OWNER TO A CONDITION AS GOOD OR BETTER THAN THAT PRIOR TO THE DISTURBANCE AT NO EXPENSE TO THE OWNER.
- G13. THE CONTRACTOR SHALL REPLACE ANY SECTION CORNERS OR PROPERTY CORNERS DAMAGE OR REMOVED AS A RESULT OF CONSTRUCTION FOR THIS PROJECT. REPLACEMENT SHALL OF SAID CORNERS AND MONUMENTS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AUTHORIZED TO PERFORM WORK IN THE STATE OF OKLAHOMA.

GENERAL INTENT NOTES:

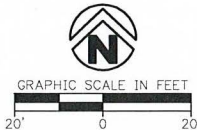
1. THE PLANS AND REFERENCED CONSTRUCTION SPECIFICATIONS DESCRIBE THE WORK CONTEMPLATED AND IDENTIFY THE WORK TO BE DONE AND THE MATERIALS NECESSARY FOR CONSTRUCTION. THESE PLANS ARE INTENDED TO BE FULLY EXPLANATORY. THE PLAN AND SPECIFICATION DOCUMENTS SHALL BE CONSTRUED AND INTERPRETED AS A WHOLE AND THEREFORE, ANYTHING SHOWN, INDICATED OR SPECIFIED IN ONE AND NOT THE OTHER, SHALL BE INTERPRETED AS BEING SHOWN, INDICATED OR SPECIFIED IN BOTH.
2. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED INCIDENTAL AND INCLUDED AS AN ORDINARY PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK CAN BE MADE OR WILL BE PERMITTED BY THE OWNER WITHOUT THE ISSUANCE OF A CHANGE ORDER.
3. NO PLEA OF IGNORANCE OF EXISTING CONDITIONS OR OF DIFFICULTIES OR CONDITIONS ENCOUNTERED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL OF THE REQUIREMENTS IN THE CONTRACT DOCUMENTS GOVERNING THE WORK.
4. 63 OKLAHOMA STATUTE ANNOTATED 63§ 981: ACTIVITY WITHIN SIX FEET OF HIGH VOLTAGE OVERHEAD LINE OR CONDUCTOR PROHIBITED:
NO PERSON, FIRM, CORPORATION OR ASSOCIATION SHALL, INDIVIDUALLY OR THROUGH AN AGENT OR EMPLOYEE AND NO PERSON AS AN AGENT OR EMPLOYEE OF ANY PERSON, FIRM, CORPORATION OR ASSOCIATION, SHALL PERFORM OR PERMIT ANY AGENT OR EMPLOYEE TO PERFORM ANY FUNCTION OR ACTIVITY UPON ANY LAND, BUILDING, HIGHWAY, OR OTHER PREMISES, WHEN IT IS POSSIBLE DURING THE PERFORMANCE OF SUCH ACTIVITY FOR ANY PERSON OR EMPLOYEE ENGAGED IN PERFORMING WORK CONNECTED WITH OR RELATED TO SUCH FUNCTION OR ACTIVITY TO MOVE TO OR TO BE PLACED IN A POSITION WITHIN SIX (6) FEET OF ANY HIGH VOLTAGE OVERHEAD ELECTRICAL LINE OR CONDUCTOR, OR WHEN IT IS POSSIBLE FOR ANY PART OF ANY TOOL, EQUIPMENT, MACHINERY OR MATERIAL TO BE USED BY ANY SUCH PERSON OR EMPLOYEE TO BE BROUGHT WITHIN SIX (6) FEET OF ANY SUCH OVERHEAD HIGH VOLTAGE LINE OR CONDUCTOR THROUGH ANY LATERAL, VERTICAL OR SWINGING MOTION DURING THE PERFORMANCE OF SUCH FUNCTION OR ACTIVITY.

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

 **Crafton Tull**
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CERTIFICATE OF AUTHORIZATION:
CA 973 (F/L/S) EXPIRES 6/30/2024



SHAWNEE SIDEWALK
SHAWNEE, OKLAHOMA

Key Plans

[illegible]

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PROJECT NO:	21602300
ISSUE DATE:	04.30.21
CONTACT:	M. WILLIA
CHECKED BY:	

ISSUE FOR
CONSTRUCTION

PAY ITEM NOTES

C-002



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 16, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: March 2023 Sales and Use Tax Deposit

Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in March consists of February estimates and January final reported collections. Any taxes collected for months prior to January will include accrued late penalties and interest.

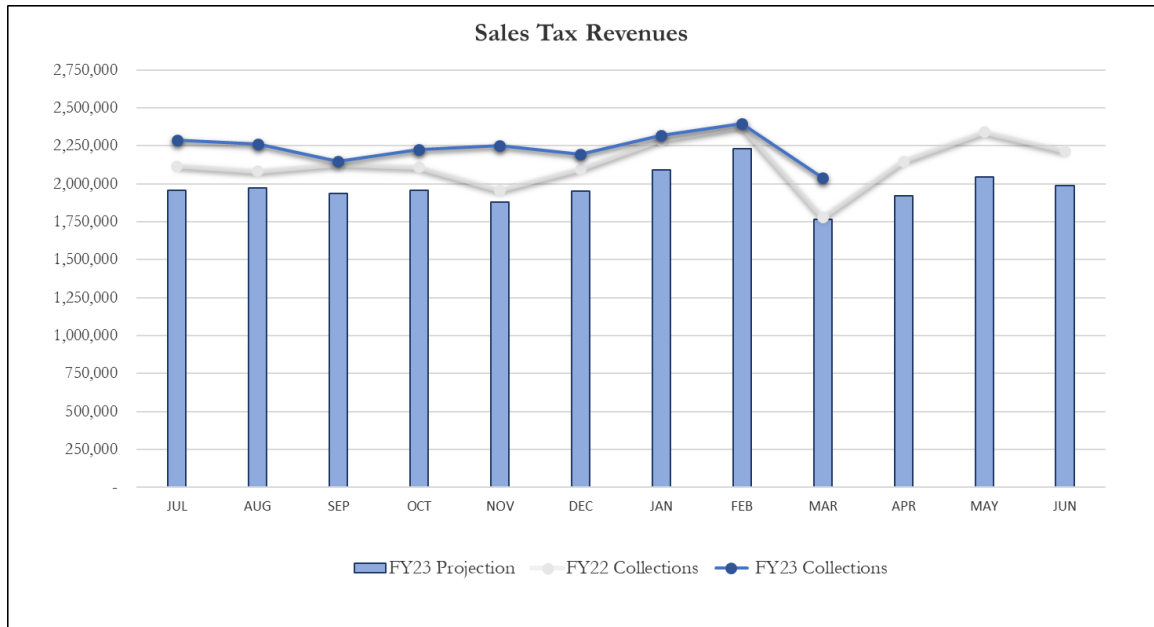
- Sales Tax Collection Allocated by Fund - The March sales tax deposit was \$2,037,033.82 including interest of \$1,752.59, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,164,019.33
2018 Capital Improvements Fund	291,004.83
Capital Improvements Fund	225,528.75
Street Improvements Fund	254,629.23
Economic Development Fund	29,100.49
Police Sales Tax Fund	36,375.60
Fire Sales Tax Fund	36,375.60
Total Sales Taxes Collected	<u>\$ 2,037,033.82</u>

- Finance Department Report - Sales and use tax collections totaled \$2,244,621.02 for March 2023. Sales tax projections are based on an average of the most recent three years of sales tax

history. For the year, sales tax collections are up \$2,372,820 or 13.4%, over the projected budget year-to-date. Use tax collections are up \$43,987 or 1.8%, above the projected budget year-to-date.

○ Fiscal Year 2023 Sales Tax Collections and Performance:

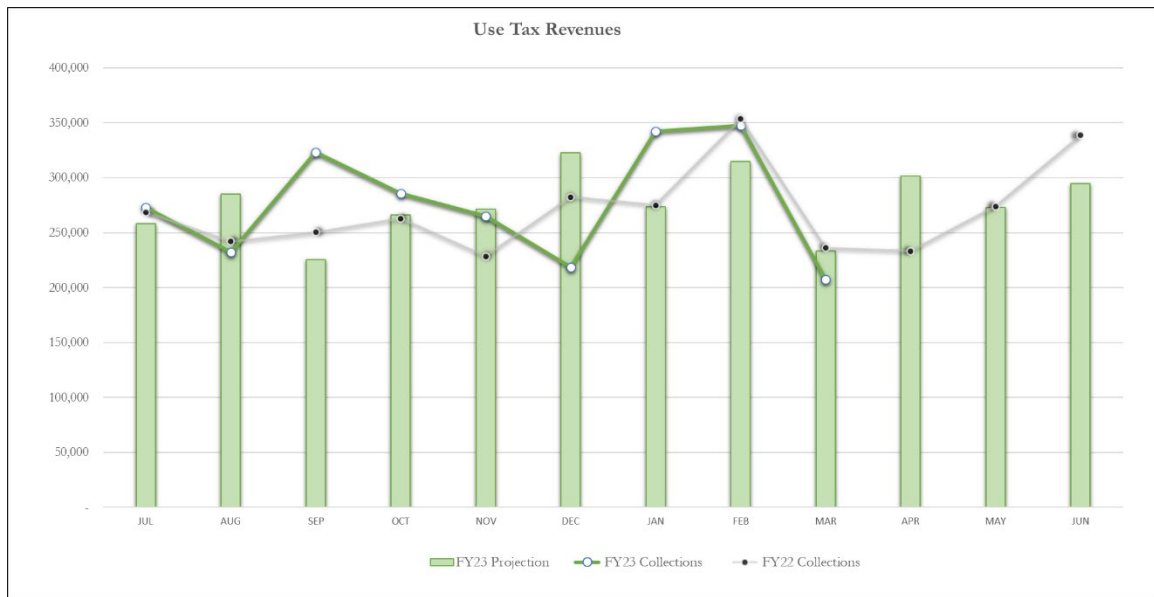


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - March 2023	\$ 1,767,227	\$ 2,037,034	\$ 269,807	15.27%
Sales Tax Receipts (year-to-date):	\$ 17,737,581	\$ 20,110,401	\$ 2,372,820	13.38%

	March 2022	March 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,775,758	\$ 2,037,034	\$ 261,276	14.71%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 18,916,846	\$ 20,110,401	\$ 1,193,555	6.31%

○ Fiscal Year 2023 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (March 2023):	\$ 233,395	\$ 207,587	\$ (25,807)	-11.06%
Use Tax Receipts (year-to-date):	\$ 2,451,292	\$ 2,495,279	\$ 43,987	1.79%

	March 2022	March 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 236,038	\$ 207,587	\$ (28,451)	-12.05%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	✓ \$ 2,399,285	\$ 2,495,279	\$ 95,994	4.00%

- Fiscal Year 2023 – General Fund Sales & Use Tax – Above Projections:

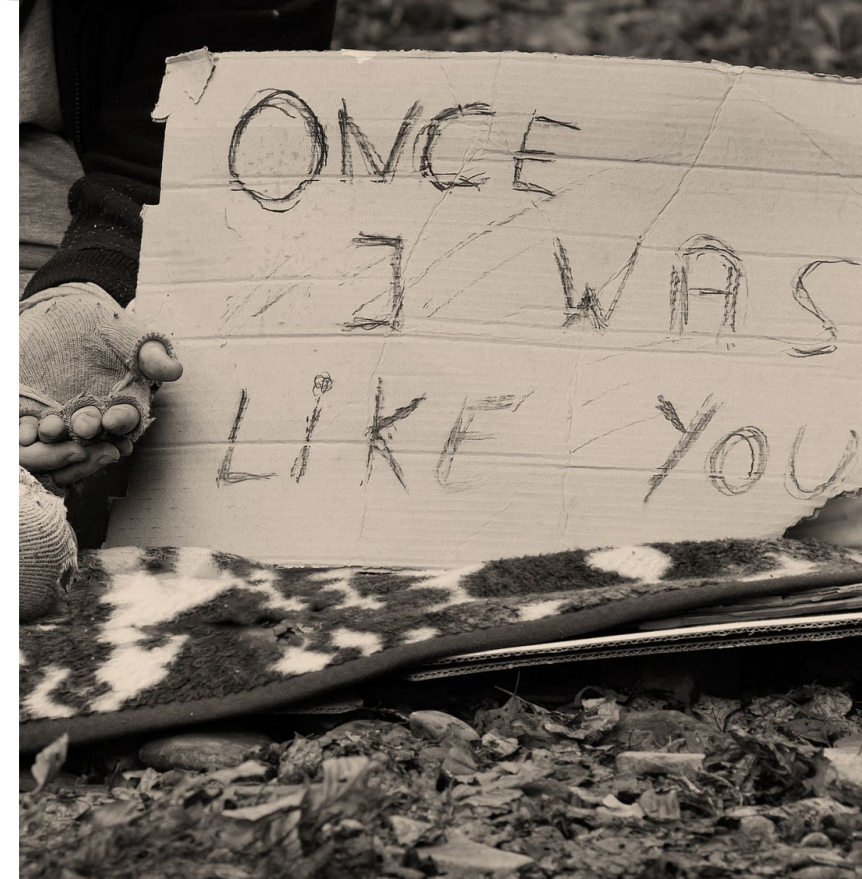
General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$	1,355,897
Use Tax Above/(Below) Projections:	\$	43,987

Appropriated:

Aquatic Supervisor	\$	(55,170)
Part-time Rec Aide	\$	(16,820)
Retiree Health Insurance	\$	(134,500)
PIO Officer - salary & supplies	\$	(119,787)
Election costs & education materials	\$	(11,500)
Annual increase for CM & ACM	\$	(26,938)
Security services at Shawnee Splash	\$	(20,000)
Other Misc Items - 10.17.22	\$	(10,450)
Vehicle Repair & Maint	\$	(80,850)
Fuel, Oil & Lubricants	\$	(103,890)
Fire Dept Operational Review	\$	(38,550)
Expo Center	\$	(525,000)

Total Unappropriated:	\$	256,429
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2023 Homeless Point-in-Time Count

March 20, 2023— Administrative Report

Rian Harkins, Community Development Director



Point-in-Time (PIT) Count

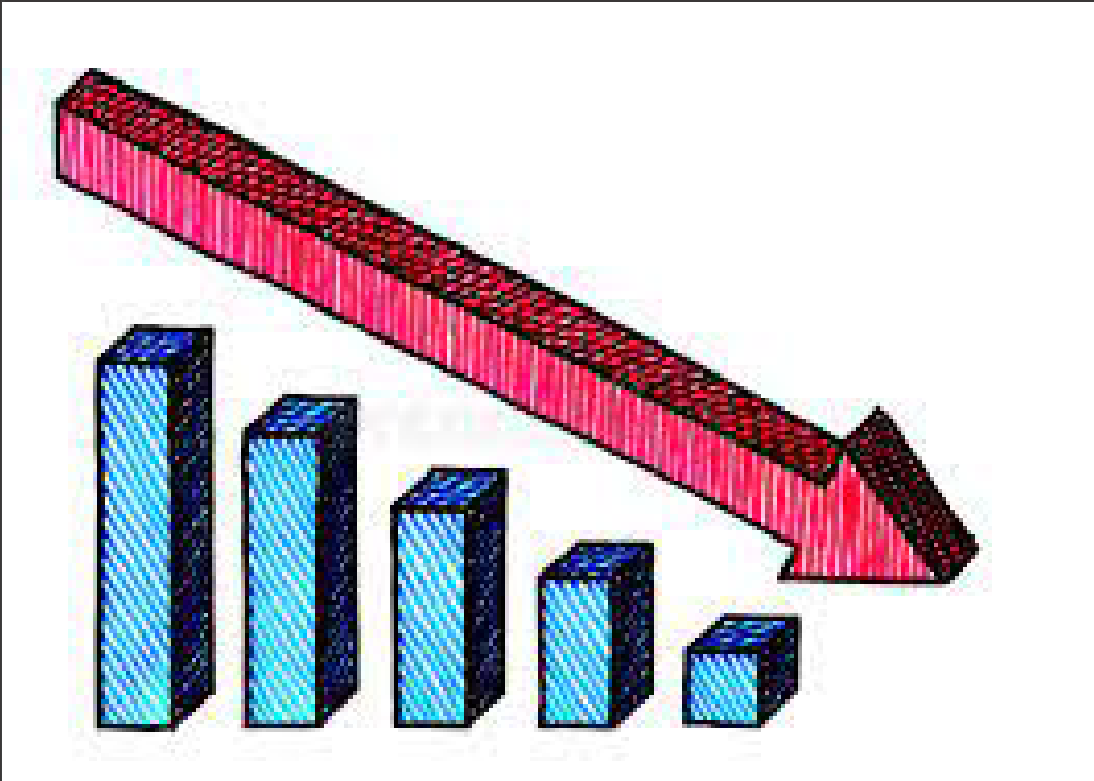
- Each year, CoCs across the nation conduct a PIT count during the last 10 days of January
- PIT count captures sheltered & unsheltered people experiencing homelessness
- U.S. HUD requires PIT and Housing Inventory Counts (HIC) of funding recipients

2023 Shawnee PIT Count

Homelessness in
Shawnee down

30%

From last year



Shawnee Homeless Population

PIT count conducted

January 27, 2022

- 59 unsheltered
- 15 sheltered
- 14 in temporary housing
- 5 “couch” homeless
- 60 housing-insecure students & parents
- 62 more observed

PIT count conducted

January 26, 2023

- 56 unsheltered
- 12 sheltered
- 16 in temporary housing
- 6 “couch” homeless
- 28 housing-insecure students & parents
- 32 more observed

2023 Shawnee PIT Count

PIT count conducted
January 27, 2022

215 total
which U.S. HUD
factors by “4” to
860

PIT count conducted
January 26, 2023

150 total
which U.S. HUD
factors by “4” to
600



30%

Homeless Program City Resources

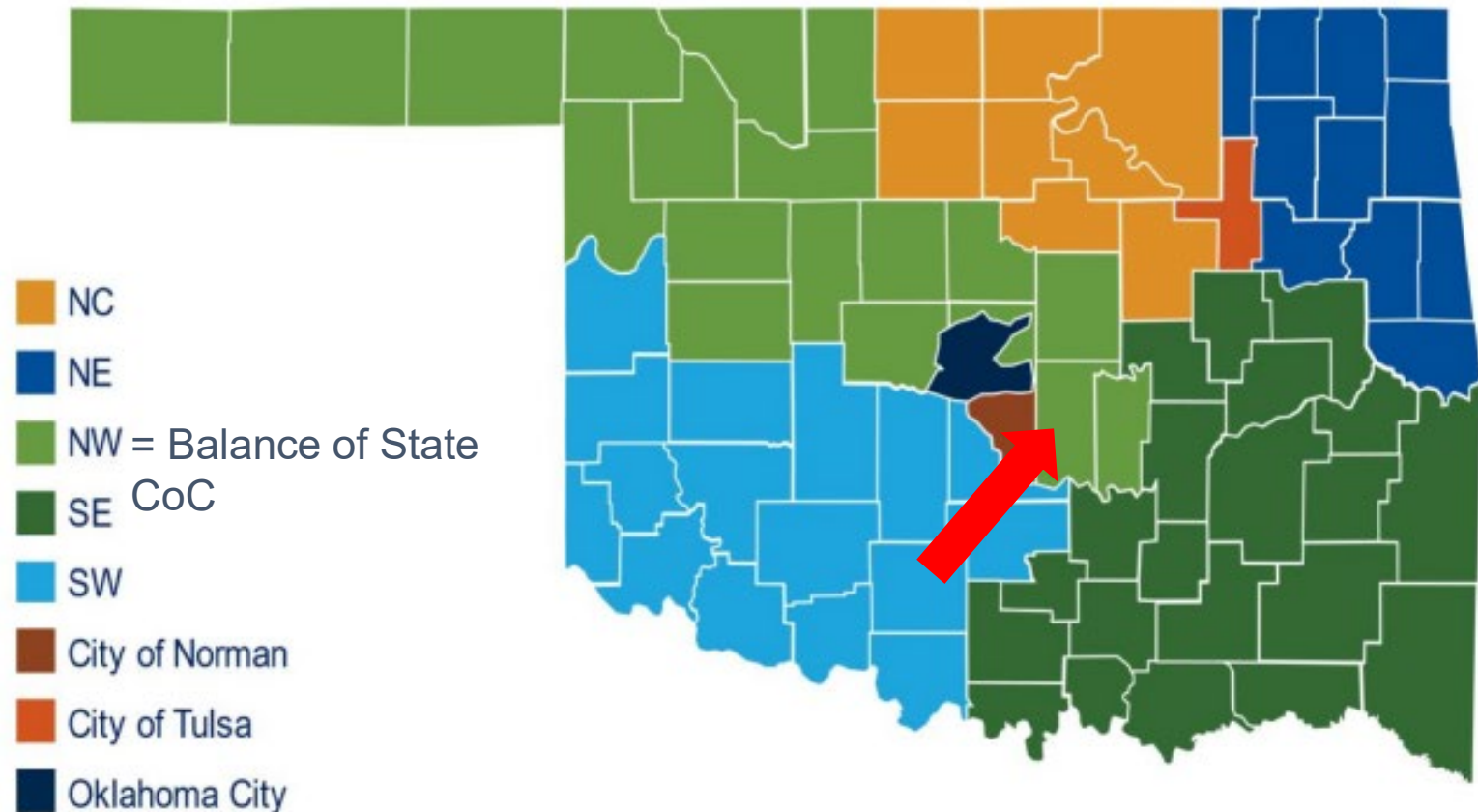
- One full-time, **City-funded** Homeless Program Coordinator
- Varying number of unpaid interns and volunteers



OK Continuums of Care (CoC)

Shawnee
belongs to
the “Balance
of State CoC”

Oklahoma Continuum of Care



Shawnee Continuum of Care



- Local collective planning body
- Collaborative, structural, and strategic approach
- Coordinates housing and services

City Commission Questions



City of Shawnee

Unified Development Code
Mid-Project Update

City Commission

Monday, March 20, 2023



Agenda

1. Project Process Overview
2. Subdivision Regulations Highlights
3. Next Steps
4. Discussion & Questions

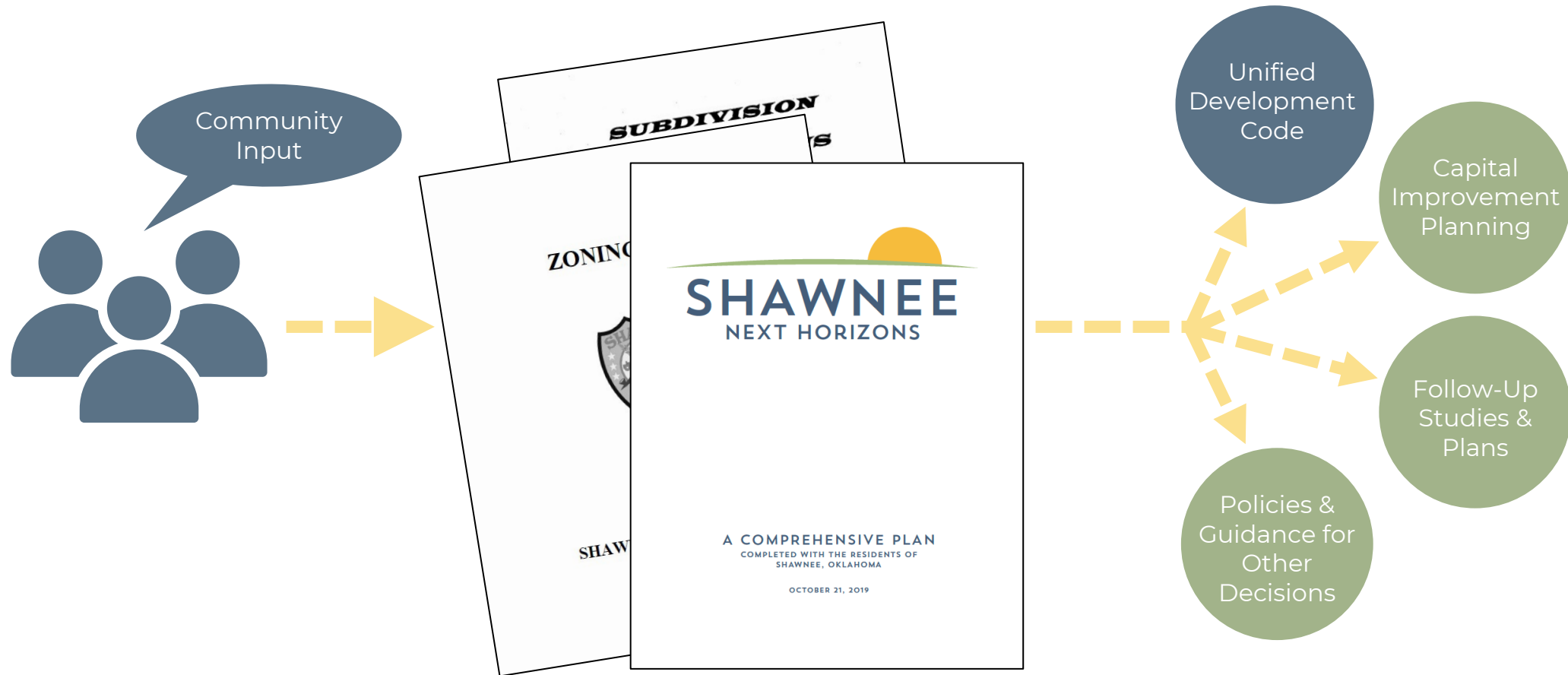
Purpose: Provide a status update on the project

Project Process Overview



Code Update Foundation

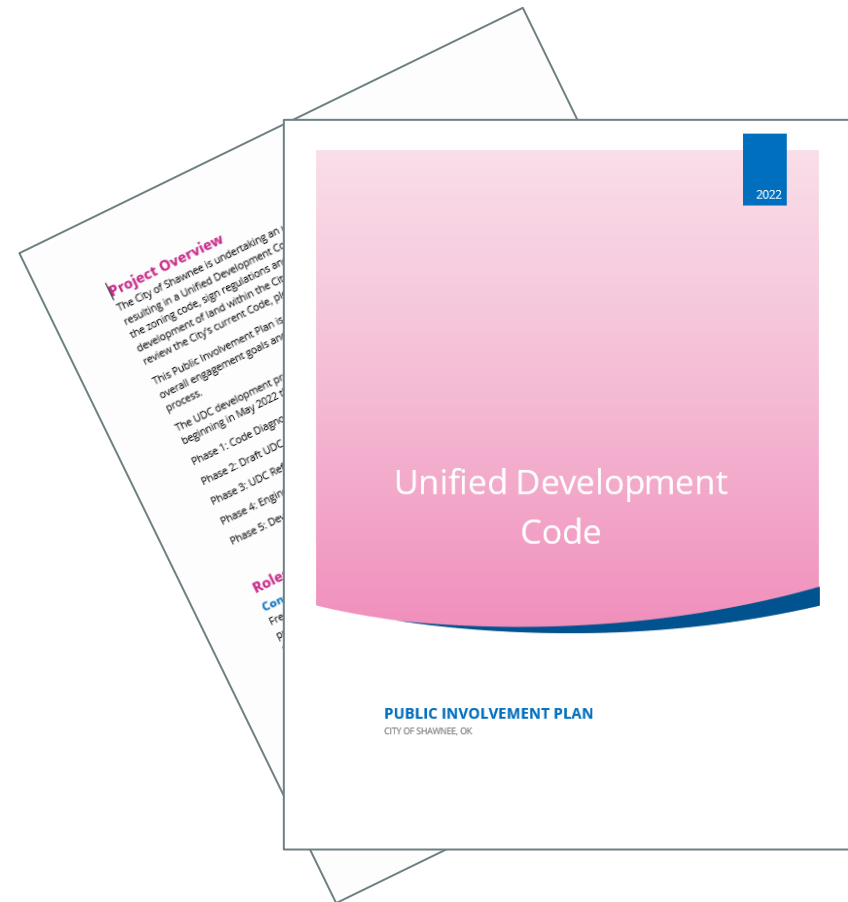
Comprehensive Plan Vision and Implementation



Code Update Foundation

Public Involvement Plan

- Identified 3 Public Involvement Goals:
 1. Align land development regulations with the vision and desired outcomes of the City's Comprehensive Plan
 2. Engage key stakeholders to inform the process
 3. Invite community-wide input while providing transparency and education



Code Update Foundation

Project Website and Virtual Open House

- Project Website published for ease of reference and document publication
- Ongoing Virtual Open House for community input
- URL: <https://freese.mysocialpinpoint.com/shawneeudc>



Learn More

Learn more about the process and how the [Shawnee Next Horizons](#) comprehensive plan will be implemented through this update

Planning 101



Share Your Ideas

Give us your feedback on the development in the City. You can comment on a range of topics, then review and respond to previous comments.

Add Your Idea



Take the Survey

Take this quick survey to give input on how you would like to see Shawnee develop in the future.

Take The Survey

Website Screenshot

Your Input Matters!



SHAWNEE
SHAPING THE FUTURE

Help decide the future of new development in Shawnee

Attend the Unified Development Code

Community Meeting

June 16 at 5:30pm | City Hall (16 W. 9th Street)

The meeting will include a presentation about the Unified Development Code (UDC) process. The community is encouraged to participate in activities to provide feedback and direction to help guide development of the UDC.

The UDC will establish land use regulations that align with the Shawnee Next Horizons comprehensive plan to positively affect the growth and development of the City.



SCAN ME

Can't make it?

Participate Online

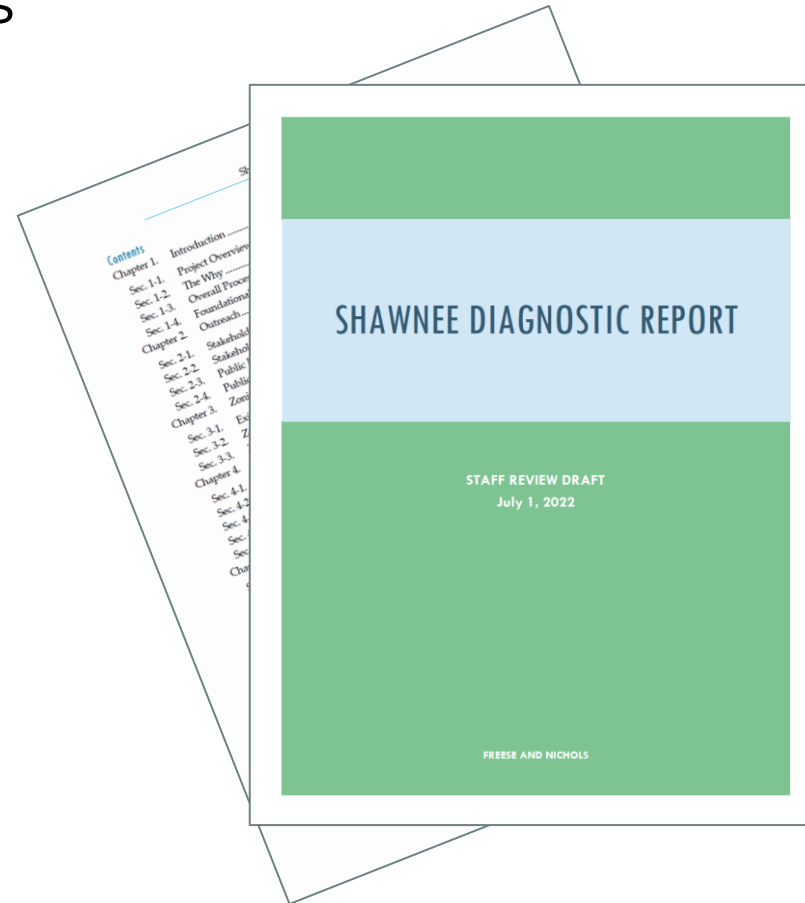
Participate online at:
<https://freese.mysocialpinpoint.com/shawneeudc>
between June 9 and June 23.

Input flyer

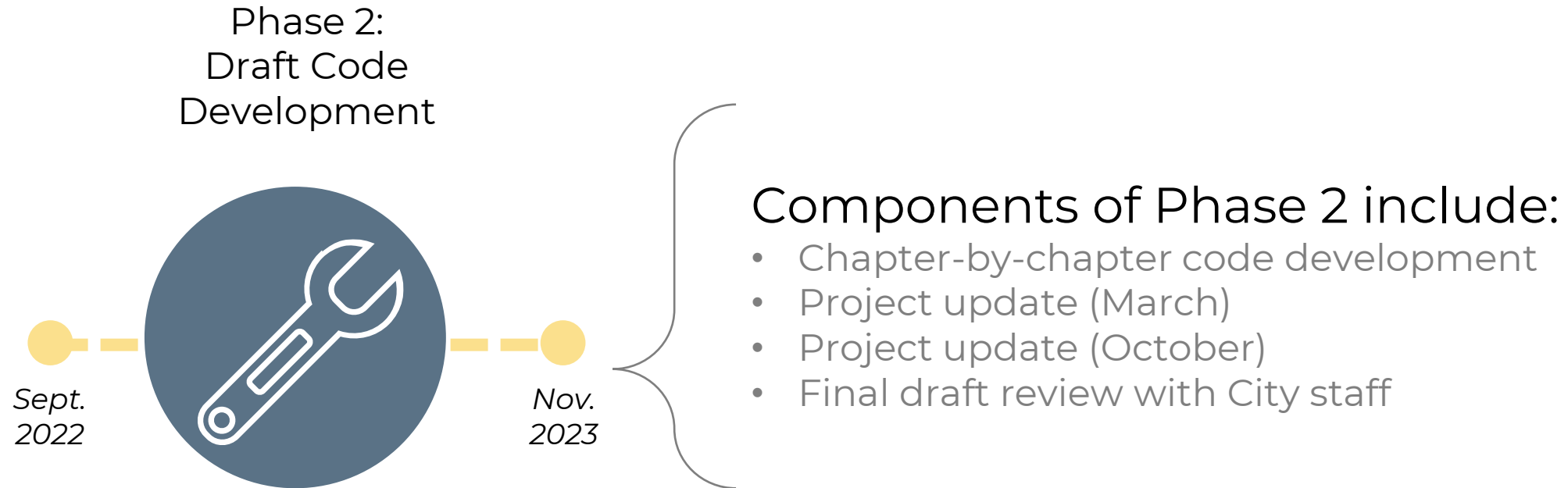
Diagnostic Report

Report Contents, Major Sections

- General Provisions (page 13)
- Land Division Types (page 13)
- Subdivision Design Standards and required improvements (page 14)
- Performance Guarantees and Maintenance (page 51)



Project Process Overview



UDC Outline

Article I.	General Provisions
Article II.	Zoning Districts
Article III.	Uses
Article IV.	Development Standards
Article V.	Subdivision Regulations
Article VI.	Procedures
Article VII.	Nonconformities
Article VIII.	Enforcement

Article I. General Provisions

Sec. 22-1. Title

Sec. 22-2. Purpose

Sec. 22-3. Authority

Sec. 22-4. Applicability

Sec. 22-5. Consistency with Comprehensive Plan

Sec. 22-6. Conflicting Provisions

Sec. 22-7. Private Restrictions

Sec. 22-8. Severability

Sec. 22-9. Repeal of Existing Ordinances

Sec. 22-10. Effective Date

Article V. Subdivision Regulations

Sec. 22-42. General Provisions

Sec. 22-43. Land Division Types

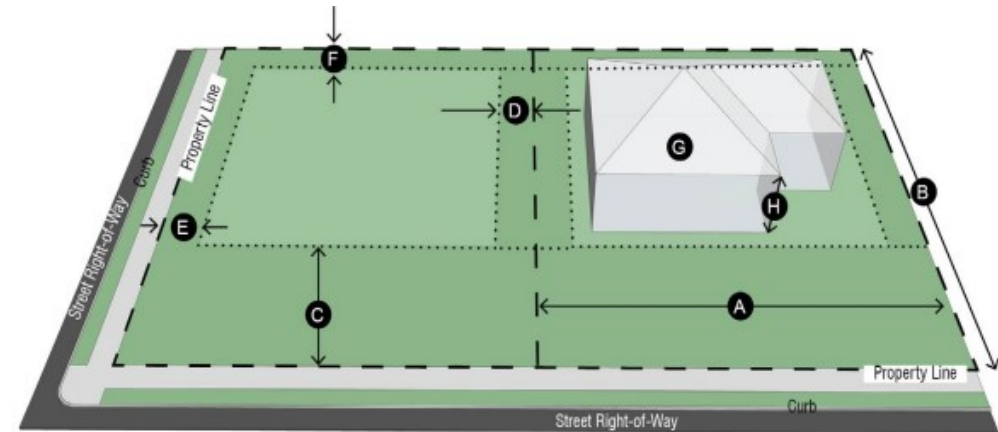
Sec. 22-44. Subdivision Design Standards and Required Improvements

Sec. 22-45. Performance Guarantees and Maintenance

Subdivision Regulations Review

Land Division Types

- Means of subdividing land
- When platting is required
 - Creation of 2 or more tracts (<5 ac)
 - Addition or deletion of lots
 - Street (right-of-way) dedication
 - Private street



Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Lot Improvements

- Lot Arrangement
 - Through Lots
 - Flag Lots
 - Reserve Lots
- Lot Dimensions/ Sight Triangles
- Access Points
 - Access management
 - Preserve street capacity, improve safety

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Streets

- Align Code with Engineering Design Manual
- Include Traffic Impact Analysis Study
- Street Layout
 - ✓ Temporary Designed Dead-End Streets (Stub streets)
 - ✓ Connections
 - ✓ Widening and Realignment of Existing Roads

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Streets Design Criteria Matrix

Criteria ↓	Highway	Major Arterial	Minor Arterial	Non-industrial Collector	Industrial Collector	Local
Street Information						
ROW Width	Variable	120 ft	90 ft	60 ft	50 ft	50 ft
Travel Lanes (max.)	6	4	4	2	2	2
Lane Width (min.)	12 ft	11 ft	11 ft	10 ft	11 ft	10 ft
Median/Turning Lane						
Number (max.)	1	1	1	1	1	NR
Width (min.)	18 ft	10 ft	10 ft	10 ft	11 ft	NR
Raised	R	R	R	NR	NR	NR
Pedestrian Facilities Zone						
Total Width (min.)	36	22	20	16	10	10
Sidewalk (min. width / location)	6 ft / both sides	6 ft / both sides	6 ft / both sides	6 ft / both sides	5 ft / both sides	5 ft / both sides
On-Street Parking	NR	NR	8 ft parallel	8 ft parallel	NR	7 ft parallel
Key	R = Required NR = Not Required ft = Feet					

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Streets cont.

- Blocks and Street Lengths
 - Residential – 1500’ max.
 - Arterials – 500’ max.
 - Non-residential – PC discretion
 - Pedestrian access may include mid-block crossings
- Traffic Calming
 - On-street parking
 - Plantings
 - Bollards
 - Traffic circle
 - Crosswalks
 - Other design elements

Street Type	Required Traffic Calming Device
Local	Must maintain 250 ft to 500 ft segments
Other streets not classified as collectors	Must maintain 500 ft to 1,000 ft segments
Collectors	Must maintain 500 ft to 800 ft segments

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Streets cont.

- Pedestrian Facilities
 - ✓ **Pedestrian Zones**
 - ✓ **Sidewalk Standards**
 - ✓ **Fee in lieu of Sidewalk Improvements**

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Streets cont.

- Street Lighting
 - ✓ General Guidelines
 - ✓ Standards
 - ✓ Variations

Street	Minimum Spacing (ft)	Maximum Spacing (ft)
Arterials	175	350
Collectors and Local	100	250

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Alleys and Private Streets

- Private ownership and maintenance
- Service and loading
- Minimum width
- Utility location
- Intersections and visibility

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Easements and Utilities

- **Utility Location**
- **Construction of Utilities**
- Conflicting Easements
- Reserve Strips

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Drainage and Storm Sewers

- Dedication of Drainage Easements
- Drainage Facility Standards
- **Detention and Retention Pond Design**
- Consistent with floodplain regulations

Drainage Component	Design Storm Event (Frequency in Years)
Arterial Streets	
Stormwater contained within adjacent ditch	100
Stormwater below adjacent habitable structures (plus 1' Freeboard)	100
Drainage structures/channels	100
Collector and Local Streets	
Stormwater contained within adjacent ditch	25
Stormwater below adjacent habitable structures (plus 1' Freeboard)	100
Drainage structures/channels	25

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Conservation Easements or Setback Along Waterways

- Applicability
 - Rivers, major and minor streams
- **Required Buffer Width**
- Development Restrictions

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Water and Wastewater Facilities

- Public Utilities for Subdivisions
 - Connection required within ½ mile
- Provisions for on-site sewage facilities (OSSF) or aerobic systems when connection is not reasonable
- Connection required when public sewer becomes available

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Stormwater Pollution Prevention

- Design Requirements
 - ✓ Sediment transportation prevention
 - ✓ Cut and fill slopes ratio
 - ✓ Phasing requirements
 - ✓ **Erosion control**
 - ✓ Sediment controls
 - ✓ **Waterway and watercourse protection**
 - ✓ Construction site access

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Low-Impact Development (LID)

- Support LID designs
 - Preserving undeveloped open space
 - Biofiltration
 - Reducing impervious cover
 - Using porous pavement

Subdivision Regulations Review

Subdivision Design Standards and Required Improvements

Parkland

- Applicability
- Dedication Requirements
 - 1 acre/100 d.u.
- Standards for Parkland Property
- Required Improvements to Parkland Property
- Alternatives to Parkland Dedication
 - Fee in lieu
 - HOA ownership/maintenance

Subdivision Regulations Review

Performance Guarantees and Maintenance

- Final plat prior to acceptance of all required improvements
- Form and Amount of Security
 - 110% total cost of required infrastructure
- Maintenance Guarantees and Security
- Perpetual Maintenance of Common Areas and Improvements

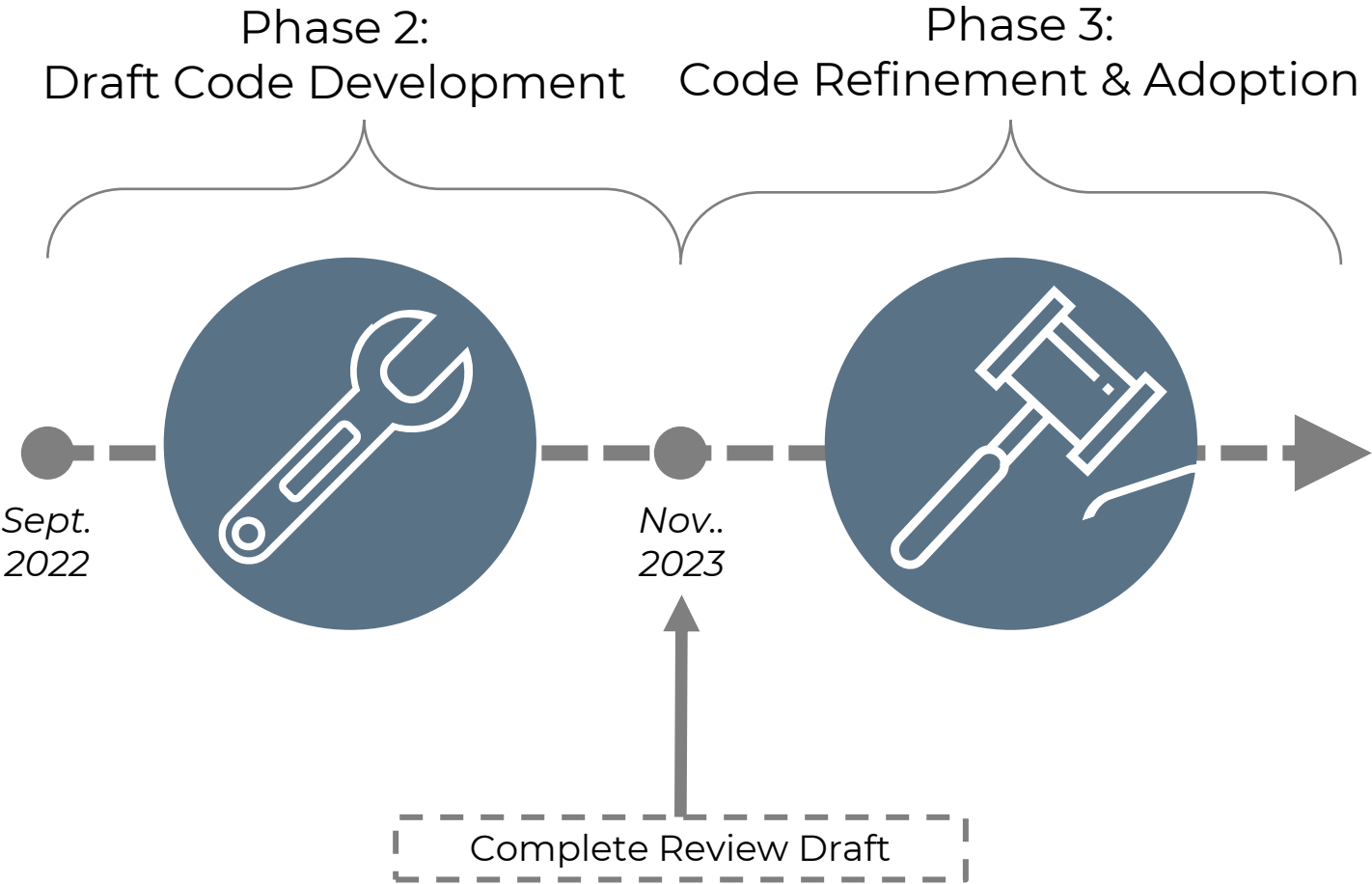
Next Steps

Article I.	General Provisions
Article II.	Zoning Districts
Article III.	Uses
Article IV.	Development Standards
Article V.	Subdivision Regulations
Article VI.	Procedures
Article VII.	Nonconformities
Article VIII.	Enforcement

Engineering Design Manual

- Standalone document
- Remove technical criteria from code
- Direction for design of public infrastructure
- Guidance for quantities and materials
- Construction details for uniformity

Next Steps



Discussion and Questions?

Thank you!



Website QR Code

URL: <https://freese.mysocialpinpoint.com/shawneeudc>